122-820

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1886.

No. 302.

R. WALTER AND COMPANY, JUDGMENT CREDITORS OF LAKE AND AUSTIN, PLAINTIFFS IN ERROR,

vs.

BICKHAM AND MOORE.

IN ERROR TO THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF MISSISSIPPI.

FILED SEPTEMBER 16, 1884.

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1 *Writ of Error.*

UNITED STATES OF AMERICA:

The President of the United States to the honorable judge of the district court of the United States for the western division of the northern district of Mississippi:

Because in the records and proceedings and also in the rendition of the judgment of a plea which is in the said district court before you, between Bickham & Moore and Lake & Austin, a manifest error hath happened, to the great damage of R. Walter & Co., who are judgment creditors of the said Lake & Austin, and also by the overruling of their motion therein, we, being willing that the error, if any hath been, should be duly corrected and that full and speedy justice — done to the parties aforesaid in this behalf, do command you, if judgment be given, that *that*, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you may have the same at Washington on the second Monday in October next, in the said Supreme Court to be then & there held, that, the records and proceedings aforesaid being inspected, the said Supreme Court may cause further *further* to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

2 Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at Washington aforesaid, this 6th day of September, A. D. 1884, and of the Independence of the United States the one hundred & ninth year.

[Seal United States District Court, Northern District Miss., Western Division.]

G. R. HILL,
Clerk of the U. S. District Court for the West. Div. of Nort. Dist. of Miss.

UNITED STATES OF AMERICA, *Northern District of Miss.*, } *ss:*

In accordance with the command contained in the foregoing writ of error from the Supreme Court of the United States, I herewith transmit, attached hereto, under my hand & the seal of the court of which I am clerk, a transcript of record & proceedings therein called for, as will appear by reference to the following pages of this record.

G. R. HILL, *Clerk.*

3 Supreme Court of the United States, of October Term, A. D. 1884.

BICKHAM & MOORE *v.* LAKE & AUSTIN.

Afterwards, to wit, on the second Monday of October, A. D. 1884, in this same term, before the justices of the said Court, at the Cap-

itol in the city of Washington, come the said R. Walter & Co., by attorneys, and say that in the record and proceedings aforesaid there is manifest error in this, to wit:

1st. In overruling the motion of the said R. Walter & Co., as appears in the record.

2nd. In rendering the final judgment in said cause.

And the said R. Walter & Co. pray that the *the* judgment overruling their said motion and the final judgment aforesaid may be reversed, annulled, and held for naught, and that they may be restored to all things which they have lost because thereof.

M. R. WALTER &
CALHOUN & GREEN,
Attorneys for Plaintiff in Error.

4 [Endorsed:] U. S. dist. court, west'n div. of north'n dist. of Miss. Bickham & Moore *v.* Lake & Austin. Assignment of errors. M. R. Walter & Calhoun & Green.

5 Proceedings had in the district court of the United States for the western division of the northern district of Mississippi, begun and held for its June term, A. D. 1884, at the courthouse in Oxford, Miss., & prior thereto, in the following cause:

United States District Court, Northern District of Mississippi.

BICKHAM & MOORE *vs.* LAKE & AUSTIN.

Upon motion by R. Walter & Co. & others to quash writ, &c.

Messrs. Calhoun & Green, of Jackson, Miss., att'ys for motion by R. Walter & Co. & others, and Sullivan & Sullivan, of Oxford, Miss., attorneys for Bickham & Moore, pl'ffs, & against motion.

6 *Petition for Writ of Error.*

In the District Court of the United States for the Western Division of the Northern District of Mississippi, Acting as a Circuit Court.

BICKHAM & MOORE *v.* LAKE and AUSTIN.

To the Honorable George R. Hill, clerk of said court:

Feeling aggrieved by the final judgment in said cause, and by the judgment overruling our motion therein, &c., — respectfully pray a writ of error therein and citation to Bickham & Moore upon the filing of error bond, with security, to be approved by the presiding judge.

Respectfully,

R. WALTER & CO.,
By CALHOUN & GREEN, *Att'ys.*

Filed Sept. 6, 1884.

G. R. HILL, *Clerk.*

And on the same day a writ of error bond was filed in the words and figures following, to wit:

Bond for Writ of Error.

Supreme Court of the United States.

Know all men by these presents that we, R. Walter & Co., a firm composed of R. Walter, N. Frank, Abram Walter, Lewis L. Walter, & Joseph Walter, principals, and Thomas W. Johnson, surety, all of the city of Baltimore and State of Maryland, are held & firmly bound unto Bickham & Moore, a mercantile firm of the city of New Orleans and State of Louisiana, in the sum of five hundred dol-
7 lars; to the payment whereof, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and admintrators, jointly by these presents.

By us sealed with our seals and signed with our hands and dated this 2d day of September, A. D. 1884.

The condition of this obligation is such that whereas the said R. Walter & Co. have prosecuted a writ of error to the aforesaid Court to reverse the judgment rendered in the action of Bickham & Moore *v.* Lake & Austin, wherein said R. Walter & Co. intervened by motion, by the district court of the United States for the western division of the northern district of Mississippi, acting as a circuit court, at Oxford:

Now, therefore, if said R. Walter & Co. shall prosecute their said writ of error to effect and answer all costs if they shall fail to make good their pleas, then this obligation to be void; otherwise to remain in full force and virtue.

R. WALTER & CO. [SEAL.]
THOS. W. JOHNSON. [SEAL.]

Signed, sealed, and delivered in the presence of—
M. P. WALTER.

UNITED STATES OF AMERICA, } *ss:*
District of Maryland, }

Thomas W. Johnson, being duly sworn, deposes & says that he is worth five hundred dollars over & above all his just debts, liabilities, and exemptions in visible property subject to seizure under execution.

THOS. W. JOHNSON.

Subscribed and sworn to this 2d day of September, 1884, before me, at the city of Baltimore, within the district of Maryland.

[L. S.] ROB'T LYON ROGERS,
U. S. Commissioner for Maryland.

8 I approve the foregoing bond.

R. A. HILL, *Judge.*

Filed Sept. 6, 1884.

G. R. HILL, *Clerk.*

And on the same day was filed the following tender of the above bond, to wit:

Tender of Bond.

In the District Court of the United States for the Western Division of the Northern District of Mississippi, Acting as a Circuit Court.

BICKHAM & MOORE *vs.* LAKE & AUSTIN.

To the Hon. Robert A. Hill, judge of said court:

We respectfully tender to your honor for your approval our bond secured for writ of error to the Supreme Court of the United States in said cause, and pray that your honor approve it and order the issuance of the writ of error and a citation to Bickham & Moore. Messrs. Lake & Austin decline to appeal, and have signed waiver of issuance and service of writ of summons & severance.

Very respectfully,

R. WALTER & CO.,
By CALHOUN & GREEN, *Att'ys.*

Filed Sept. 6, 1884.

G. R. HILL, *Cl'k.*

And on the same day the following waiver, &c., was filed by Lake & Austin, to wit:

9 *Waiver of Summons & Severance by Lake & Austin.*

In the District Court of the United States for the Western Division of the Northern District of Mississippi, Acting as a Circuit Court.

BICKHAM & MOORE *vs.* LAKE & AUSTIN.

On writ of error to the Supreme Court of the United States.

The undersigned, defendants in said cause, hereby waive the issuance and service of a writ of summons and severance in said cause, and decline to join R. Walter & Co. in prosecuting a writ of error to the Supreme Court of the United States therein.

August 30, 1864.

LAKE & AUSTIN,
By SLACK & LONGSTREET,
Att'ys of Record.

Filed Sept. 6, 1884.

G. R. HILL, *Cl'k.*

10 UNITED STATES OF AMERICA, *Northern District of Mississippi,* } *ss:*

To Bickham & Moore, or H. M. & W. V. Sullivan, their attorneys of record, Greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States, to be holden at Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the district court of the United States for the western division of the northern district of Mississippi, in case of Bickham & Moore against Lake & Austin, in said district court,

wherein R. Walter & Co. are plaintiffs in error and you are the defendants in error, to show cause, if any there be, why the judgments in said writ of error mentioned should not be corrected and speedy justice should not be done to the parties in this behalf.

Witness the judge of the said district court, at Oxford, in said district & division, on this the 6th day of September, 1884.

R. A. HILL,
Judge of said Court.

Executed September 6th, 1884, by handing W. V. Sullivan, att'y of record above named, a true and correct copy of the above notice.

J. L. MORPHIS,
U. S. Marshal,
By N. H. BRYANT,
Dep'y Mar.

Marshal's costs: Service, $2.00.

11 UNITED STATES OF AMERICA, }
Northern District of Mississippi, } *ss:*

Personally appeared before me, George R. Hill, clerk of the district court of the United States for the northern district of Mississippi, A. M. Bickham, one of the members of the firm of Bickham & Moore, citizens of the State of Louisiana, who, being duly sworn, says upon belief that Lake & Austin, a firm composed of Scott Lake & Fred. R. Austin, citizens of the State of Mississippi, resident in said northern district thereof, are justly indebted to the said Bickham & Moore (a firm composed of A. M. Bickham & J. V. Moore) in the sum of twenty-four thousand four hundred thirty-five dollars & ninety-one cents, evidenced by open account.

5. That the defendants have property or rights in action which they conceal and unjustly refuse to apply to the payment of their debts.

6. That they ha– assigned or disposed of or are about to assign or dispose of their property or rights in action, or some part thereof, with intent to defraud their creditors.

7. That they have converted or are about to convert their property into money, or evidence of debt, with intent to place it beyond the reach of their creditors.

That they fraudulently contracted the debt or incurred the obligation for which suit has been or is about to be brought.

A. M. BICKHAM.
JNO. V. MOORE.

Subscribed and sworn to before me this 29 day of Sept., A. D. 1883.

G. R. HILL, *Clerk.*

Sworn & subscribed to by Jno. V. *Bickham* on this the 3 Jan'y, 1884.

G. R. HILL, *Cl'k.*

Filed Sept. 29, 1883.

G. R. HILL, *Clerk.*

12 *Attachment Bond.*

Know all men by these presents that we, Bickham & Moore, citizens of the State of Louisiana, as principals *principals*, and —— ——, sureties, are held and firmly bound unto W. S. Lake and F. R. Austin in the penal sum of forty-eight thousand eight hundred & seventy-one $\frac{82}{100}$ dollars; which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29 day of Sept., A. D. 1883.

The condition of the above obligation is such that whereas the above-bound Bickham & Moore hath, on the day of the date hereof, prayed an attachment at the suit of themselves against the estate of the above-named W. S. Lake & F. R. Austin for the sum of twenty-four thousand four hundred & thirty-five $\frac{91}{100}$ dollars, and have obtained the same, returnable to the district court of the United States for the northern district of Mississippi, to be held at Oxford on the first Monday of Dec. next:

Now, if the said plaintiffs in said attachment shall well and truly pay and satisfy to the said defendants all such damages as they shall sustain by reason of the wrongful suing out of said attachment, and shall pay all costs which may be awarded against the said plaintiffs in said suit, then the above obligation to be void; otherwise to remain in full force and effect. And we do hereby further specially bind ourselves and secure to and promise to pay to the officers of this court all costs that may accrue in this case, even if the attachment shall be sustained.

BICKHAM & MOORE. [SEAL.]
A. T. OWENS. [SEAL.]
SILAS OWENS, JR. [SEAL.]
BURR PRICE. [SEAL.]

Filed Sept. 29th, 1883.

G. R. HILL, *Clk.*

13 *Writ of Attachment.*

The President of the United States of America to the marshal of the northern district of Mississippi, Greeting:

Whereas A. M. Bickham, of the firm of Bickham & Moore, hath complained by affidavit before G. R. Hill, clerk of the district court of the United States for the northern district of Mississippi, upon information & belief, — Lake & Austin, a firm composed of Scott Lake & F. R. Austin, are justly indebted to the said Bickham & Moore, a firm composed of A. M. Bickham & J. A. Moore, in the sum of twenty-four thousand four hundred & thirty-five $\frac{91}{100}$ dollars, or thereabouts, due by open account ($24,435.91), and oath having been made before the said G. R. Hill, clerk, &c—

You are, therefore, hereby commanded to forthwith attach the estate, real and personal, of the aforesaid Scott Lake & Fred. R. Austin in your district to the full value of said demand, and the probable cost of this proceeding, and that you safely keep the property so attached or levied upon in your hands unless replevied ac-

cording to law, so as to compel the aforesaid Scott Lake & F. R. Austin to appear before the district court of the United States for the said district, to be held at the town of Oxford, in said district, on the first Monday of December, A. D. 1883, to answer unto the complaint of the aforesaid Bickham & Moore, and that you summon the said defendant, if to be found in your district, to be and personally appear at the court aforesaid, on the first day of the term above named, then and there to answer accordingly.

You are hereby commanded further to summon —— —— to appear at said court on the return day of this writ, and answer, in writing, as garnishee of the defendant in attachments, whether —— indebtedness to the said defendant or ha– property of —— in —— hands or knows of any person so indebted, or who has effects or property of the debtor in —— hands.

Witness the Honorable Robert A. Hill, judge of the district court of the United States for the northern district of Mississippi, at Oxford, the first Monday of ——, A. D. 188–, and —— year of the Independence of the United States.

Issued the 29 day of Sept., 1883.

[L. S.] G. R. HILL, *Clerk.*

I hereby appoint Samuel Ladd my special deputy to execute this writ, the plaintiff not holding me for the acts of such deputy.

J. L. MORPHIS,
U. S. Marshal.

14 *Attachment.*

In U. S. District Court, Northern Dist. of Miss., at Oxford.

BICKHAM & MOORE
v.
LAKE & AUSTIN. } No. 3662.

Levied this writ this 2nd day of October, 1883, upon the following-described lands as the property of defendants, W. S. Lake, situated in Grenada county, Mississippi, to wit: An undivided half interest in E. ½ of sec. 1, T. 22, R. 3 E.; N. ½ & S. E. ¼ sec. 30, T. 23, R. 5 E.; N. E. ¼ & E. ½ of E. ½ of S. E. ¼, sec. 1, T. 22, R. 2 E.; E. ½, sec. 31, T. 23, R. 5 E.; S. W. ¼, sec. 6, T. 22, R. 3 E., and in lots 68, E. ½ of E. ½ of lot 88, & N. ½ of lot 88, & W. ½ of 197 & S. ½ of S. ½ of 61, & S. ½ of S. ½ of 62, & S. ½ of 259, & W. ½ of 95, and 168 & 163, all in east ward of Grenada; and in lots 188, 189, 190, 191, S. pl. 119, being all of said south part south of fence inclosing on the south the lot on which residence of R. P. Lake stands, in west ward of Grenada; and in lots 15, 16, E. ½ of 20 & S. W. ¼ of 18 & lot 21, in Brown's survey, E. ward, Grenada; and upon the entire interest, over and above exemptions, in north ⅔ of N. ½ of lot 190, in E. ward of Grenada, as the property of said W. S. Lake; also levied upon and took into my possession all the stock of goods, wares, and merchandise of every kind whatsoever of W. S. Lake & F. R. Austin in the stone house know- as Lake Bro. block, including books of account, safe, and contents, including $80.00 in cash, 1 life insurance policy,

$4.20 of mutilated coin & currency, and all choses in action whatever, as property — F. R. Austin & W. S. Lake, as set out specifically in Schedule "A," hereto attached as part of this return. Summoned defendant, W. S. Lake, same day. Levied on personalty at 9 o'clock a. m., and on realty at 11 o'clock a. m., Oct. 2d, 1883.

J. L. MORPHIS,
U. S. Marshal,
By SAM. LADD,
Special Deputy Marshal.

15 The Schedule "A," containing a list of "all choses in action whatever as property of F. R. Austin & W. S. Lake," referred to in the foregoing return, will be found hereafter in this record embraced in the bill of exceptions to follow in the record therein copied of the case of Lyon & Co. *v.* Lake & Austin, being part of sheriff's return on writ of attachment in said case, & is the same property and the two inventories are identical, & therefore not copied herein twice.

G. R. HILL, *Clerk.*

16 *Order of Sale of Property, &c.*

In the District Court of the United States for the Western Division of the Northern District of Miss.

BICKHAM & MOORE *et al. vs.* LAKE & AUSTIN.

In vacation.

Upon the application & consent by att'ys of all the creditors who have heretofore sued out attachments in this court against Lake & Austin, defendants, & upon consent of said defendants & A. C. Hebron, claimant, as assignee in the deed of assignment executed by said Lake & Austin, & with the consent of all other and non-attaching creditors of said Lake & Austin, who are this day represented by Messrs. Sullivan & Sullivan & Slack & Longstreet, and it appearing unto the court that an immediate sale of the effects so assigned & attached will best promote & subserve the interests of all & each & every the creditors of said Lake & Austin; therefore it is ordered, adjudged, & decreed by the court that the marshal of this judicial district shall sell at public auction, for cash, to the highest bidder, in one bulk, all the dry goods, groceries, & all other merchandise assigned by said Lake & Austin & subsequently attached & seized under writs issued from this court as aforesaid, and at the same time & place & on the same terms & in one bulk all & singular the notes, accounts, & other choses in action lately belonging to said Lake & Austin which may have been seized & attached

17 under the writs aforesaid, & at the same time & place & upon like terms, in another bulk, all the notes, accounts, and choses in action belonging to F. R. Austin individually, & which may have been attached as aforesaid; & in like manner & on same day & term & in another bulk whatever notes, accounts, & choses in action belonging to W. S. Lake individually that may have been at-

tached as aforesaid. Said marshal shall make said sale within the hours prescribed by law & before the court-house door in said city of Grenada, county of Grenada & State of Miss., and after giving ten days' notice thereof by posters in three public places in said county of Grenada giving notice of time, place, & terms of sale, & by one advertisement in the Grenada Sentinel, a public newspaper published in said county of Grenada, giving like notice of the time, place, & terms of said sale, & when so sold, the proceeds of such sales said marshal shall immediately pay to the clerk of this court, & be held subject to the orders of this court. The proceeds of such sale shall stand in all respects in lieu of & represent the goods & effects assigned & attached, & be liable as said property & effects now and to said attachment liens in their order, & not further or otherwise; and the rights of the parties claiming said goods & effects to replevy the same or to reduce the same or any part thereof upon claim made & the execution of bond, as required by law, shall be in nowise prejudiced or affected by said sale, no- shall the
18 consent to said sale in anywise operate as a waiver of or to the prejudice of any right, benefit, or advantage now held, possessed, or claimed by said parties or any of them, but all & singular the same shall be preserved, this being simply a consent order, & intended to convert the property into money in order to protect the same from waste & great depreciation, & to let the money represent the property in all respects in the litigation.

It is further ordered that said marshal do keep accounts of his said sales, showing the am't of proceeds of the several assets sold in the several hulks.

Ordered this 19th day of October, 1883.

R. A. HILL, *Judge.*

Filed Oct. 22, 1883.

G. R. HILL, *Clerk.*

Marshal's Return under Order of Sale.

In accordance with an order of court, made in this case on the 19 day of October, 1883, the stock of goods, wares, and merchandise above mentioned (except eighty boxes of tobacco, mentioned in Schedule "A," were claimed and replevied by M. K. Mister, agent for Snow, Ingram & Co., whose affidavit & bond are herewith filed) was duly advertised and sold on the 1st day of November, 1883, and realized the sum of $24,550.00, which was turned over to the clerk of the court, as required by said order; that part of said order requiring the sale of the books of account and choses in action having been re-cinded, the notes levied upon were delivered to
19 H. C. Hebron, in accordance with an agreement between counsel for plaintiff and defendants, and instructions from plaintiff's attorneys.

Summon defendant, F. R. Austin, Oct. 4, 1883.

J. L. MORPHIS,
U. S. Marshal,
By N. H. BRYANT,
Deputy Marshal.

On the 2d January, 1884, the same being a day of the December term of said court, A. D. 1883, the following orders were made by the court in said cause, to wit:

BICKHAM & MOORE
v.
LAKE & AUSTIN. } 3662.

This day personally appeared in open court G. K. Anderson, a short-hand reporter, who then & there duly affirmed, according to law, that he would faithfully & impartially discharge his duties in this cause as such short-hand reporter, the parties having previously agreed to have a short-hand reporter in this case.

Order Overruling Motion to Quash Writ.

BICKHAM & MOORE
v.
LAKE & AUSTIN. } 3662.

The motion of Johnson, Sutton & Co., Adams, Buch & Co., R. Walter & Co., & W. H. Lyon & Co. was heard on the evidence and argument of counsel, and the court overruled the motion, and the movers excepted to the action of the court in overruling the motion, and their exceptions were allowed.

20 *Traverse.*

UNITED STATES OF AMERICA,
Western Division of the Northern District of Mississippi:

In the District Court of the United States. At the December Term, 1883.

BICKHAM & MOORE
v.
LAKE & AUSTIN. } 3662.

And the said defendants, by their attorneys, come & defend, &c., and say that they deny that they fraudulently contracted the debt or incurred the obligation for which this suit was brought.

Said defendants, as for their plea in abatement to the amended affidavit file herein & in travers- & denial of the allegations therein added & contained, on oath say that at the time of this attachment they did have no property or rights in action which they concealed — unjustly refuse to apply to the payment of their debts; that they had not assigned or disposed of, nor were they about to assign or dispose of, their property or effects or rights in action or any part thereof with intent to defraud their creditors, nor had they converted, nor were they about to convert, their property into money or evidences of debt with intent to place the same beyond the reach of their creditors.

W. S. LAKE.

SLACK & LONGSTREET & E. MAYES.

Sworn to & subscribed before me this the 3 day of Dec., 1883.
G. R. HILL, *Cl'k.*

F. R. AUSTIN.
W. S. LAKE.

Sworn to and subscribed before me this 4 day of Jan'y, 1884.
G. R. HILL, *Clerk.*

Notice.

Plaintiffs will take notice that on the trial of this cause de-
21 fendants will prove & insist upon the following damage for the wron-ful issuance of the writ of attachment herein.

Atty's fee for defending suit	$3,500 00
Traveling expenses	56 60
Hotel bill	25
	3,530 60

SLACK & LONGSTREET.

Filed Dec. 3d, 1883.

G. R. HLL, *Clerk.*

Declaration.

In the U. S. Dist. Court, Western Division of the Northern Dist. of Miss.

BICKHAM & MOORE, Pl'ffs, *vs.* LAKE & AUSTIN, D'f'ts.

The plaintiffs in this action, by their attorneys, complain of the defendants therein, who have been attached, of a plea of trespass on the case upon promises:

For that whereas heretofore, to wit, on the 1 day of Oct., 1883, the said defendants became indebted to the plaintiffs in the sum of $24,420.91 for goods, wares, and merchandise and money by plaintiffs before that time sold and delivered & furnished to defendants at their special instance & request. An itemized account of said goods, wares, and merchandise is herewith filed, marked Exhibit "A" to this declaration; and, being so indebted, they, the said defendants, then & there undertook & faithfully promised to pay the aforesaid sums of money whenever thereto afterwards requested by plaintiffs, but the said defendants, though often requested, have not paid said sums or any part thereof, but have hitherto wholly failed,
22 neglected, & refused, & still fail, neglect, & refuse, to plaintiffs' damage thirty thousand dollars. Wherefore they sue.

Dec. 18, 1883.

SULLIVAN & SULLIVAN,
Pl'ffs' Att'ys.

Filed June 11, 1884.

G. R. HILL, *Clerk.*

EXHIBIT "A" to Declaration.

Mess. Lake & Austin in Acc't with Bickham & Moore.

'83.		DEBITS.				
Aug. 31.	To bal. ac. rend.		24,092	72	27	144 56
Sept. 12.	Of [—] Lake Bros.		156	49	15	52
"	"	Chaffe Bros. & Co.	129	61	"	42
15.	"	Lake Bros.	520	65	12	1 29
6.	"	J. H. Buxbarum	2	25	21	61
21.	"	Lake Bros.	467	11	6	62
"	"	Chaffe & Co.	433	85	"	58
22.	"	Hill, S. & Co.	500	00	5	56
24.	"	Lake Bros.	500	00	3	33
26.	"	"	225	00	1	05
"	P'r telegram to W. S. Lake			75	"	00
3.	Loss on 1,000, Sept.		182	50	24	98
27.	D'ft Lake Bros.		450	00	"	00
"	Bal., int., @ 8 %, our favor		144	14		
			27,805	07		150 03

'83.		CREDITS.				
Sept. 1.	By d'ft on Chaffe & Bi		100	00	26	58
25.	"	Hawkins & Co., 32.15; Valdou & Co., 58.53	92	58	2	04
27.	Am't coll. plac'd in error, &c., cr. F. R. Austin, July 7, '83		28	95	81	52
5.	Pro.	4	147	72	22	72
7.	"	1	42	77	20	19
12.	"	14	549	97	15	1 83
13.	"	2	77	42	14	24
19.	"	12	498	13	8	89
22.	"	2	80	03	5	09
24.	"	1	37	51	3	03
25.	"	22	1,001	20	2	44
"	Profit on 400, Jan'y's		727	78	"	32
27.	Bal. due us		24,420	91		144 14
			27,805	07		150 03

Sept. 27. To bal. as p'r debit 24,420 91

E. & O. E.
N. O., Sept. 27, '83.

[——] ..... 91 b. c.
Ac. for 58

To " " 33

23 *Claimants Affidavit.*

UNITED STATES OF AMERICA,
West. Div. North. Dist. of Miss:

In the U. S. Court, to the Dec. Term, A. D. 1883.

BICKHAM & MOORE
v.
LAKE & AUSTIN. } 3662.

This day personally appeared before me, the undersigned, notary public in & for county of Grenada & State of Miss., A. C. Hebrom,

who on oath says that all & singular the goods, wares, & merchandise, notes, accounts, & choses in action, & all other personal property of every kind & character now held by J. L. Morphis, U. S. marshal, under & by virtue of a pretended levy thereon of a certain writ of attachment sued out on the 29 day of September, A. D. 1883, in the United States court, at Oxford, by Bickham & Moore, plaintiffs, against Lake & Austin, defendants, said goods, wares, merchandise, & other personal property being described & enumerated in the inventory marked Schedule "A," annexed to & made a part of the return on said writ of attachment, the same being here referred to for greater particularity, are not the property of said defendants Lake & Austin, or of either of them, but all of the same belong to and are the property of this affiant, the right & title to each & every article so held being in this affiant; and further that this claim is not propounded for fraudulent purposes or delay, but because this affiant desires to have his just claim to all & singular the said described property tried by this court.

A. C. HEBRON, *Assignee.*

Sworn to and subscribed before me this 18 day of Nov., 1883.
[L. S.] A. V. B. THOMAS,
Notary Public.

Filed Dec. 3, 1883.

G. R. HILL, *Clerk.*

24 In said court, in said cause, on the 11th June, 1884, the same being a day of the June term of said court, A. D. 1884, the following judgments were had, to wit:

Judgment Sustaining Attachment.

BICKHAM & MOORE
v.
W. S. LAKE & F. R. AUSTIN. } 3662.

Came the parties, by their attorneys, and thereupon came a jury of good & lawful men, to wit, jury No. 1, who, being duly elected, empanneled, charged, & sworn well & truly to try the issue joined upon defendants' traverse of plaintiffs' affidavit for attachment, *who* for their verdict upon their oath say they find that the attachment was rightfully sued out. It is therefore considered and adjudged by the court that said attachment be sustained, & that the defendants pay the costs herein, for which execution may issue.

Judgment for Pl'ffs on Merits.

BICKHAM & MOORE
v.
W. S. LAKE & F. R. AUSTIN. } 3662.

This day came the plaintiffs, by their attorneys, & the defendants came, not to plead to the merits of this cause, and, it appearing that said defendants are properly before this court by due service of legal

process sued out herein, it is now, therefore, considered by the court that the plaintiffs do have and recover of & from the said defendants the sum of twenty-three thousand seven hundred & ninety-one dollars and 72 cents, the same being the amount of their claim & demand against the said defendants, with interest on said sum
25 from this date at 8 per centum per annum, together with their costs by them about their suit in this behalf expended, for which let execution issue.

Judgment on Claimants' Issue.

BICKHAM & MOORE, Pl'ffs,
v.
LAKE & AUSTIN, Def'ts, A. C. HEBROM, Assignee, Claimant. } 3662.

This day came on this cause to be heard upon the claimant's issue therein, and thereupon came a jury of good & lawful men, to wit, jury No. 1, who, being duly elected, empanneled, sworn, & charged to well & truly try the issue joined between the plaintiffs & the claimant, on their oath do say we, the jury, find for plaintiffs. It is, therefore, considered by the court that said claim of A. C. Hebrom, assignee, claimant herein, be, and the same is hereby, discharged, and said property herein levied upon under attachment in this cause & claimed by said Hebrom, assignee, except the homestead of W. S. Lake, is hereby condemned to pay the judgment of the plaintiffs in this cause rendered; and it now appearing to the court that certain of the property levied on has been sold and the proceeds thereof have been paid into court, and that the same is now in court, it is, therefore, ordered by the court that all of said money so in court be applied to the payment of plaintiffs' judgment & all costs in this cause, and that *renditioni exponas* issue according to law for the sale of the residue of said property herein & hereby condemned. And it further appearing to the court that all of the money which has been paid into court in this cause has been by the consent of the parties to this suit deposited in the Bank
26 of Oxford, at Oxford, Miss., it is now hereby ordered that said Bank of Oxford do pay over said money to the plaintiffs, Bickham & Moore, to satisfy their judgment in this cause & all costs.

And it is further considered by the court that the claim of A. C. Hebrom, assignee, to the notes, accounts, and choses in action in this cause seized and levied upon be, & the same is hereby, discharged, and that said notes, accounts, and choses in action are hereby declared to be subject to plaintiffs' judgment; and it is further ordered that proper steps be taken to collect out of said choses in action, notes, and accounts any balance that may be due to said Bickham & Moore on said judgment and costs.

R. A. HILL, *Judge.*

27 *Bill of Exceptions.*

In the District Court of the United States for the Western Division of the Northern District of Mississippi.

BICKHAM & MOORE *v.* LAKE & AUSTIN.

Be it remembered that on the 2 day of January, A. D. 1884, in the court aforesaid, in said cause, came the said parties, by their respective attorneys, as well as Johnson, Sutton & Co., R. Walter & Co., Adams, Buck & Co., and Wm. H. Lyon & Co., by their attorneys, when the following motion was heard by the court in these words and figures, viz:

BICKHAM & MOORE
v.
LAKE & AUSTIN. } 3662.

Johnson, Sutton & Co. and Adams, Buck & Co. and R. Walter & Co., who are judgment creditors of said Lake & Austin, and who have had garnishments served on the marshal and clerk of this court since the issuance of the attachment writ in said cause, and Wm. H. Lyon & Co., who are attaching creditors, and have had their writ of attachment levied since the issuance of the writ of attachment in this cause, by attorney, move the court to discharge the levy in this cause—

1st. Because said alleged levy was not made by the U. S. marshal or any of his deputies, or by any one duly authorized to execute said writ of attachment.

2d. Because the writ of attachment in this cause was levied & executed by Sam. Ladd, who was not & is not an officer of this court from which said writ emanated & was returnable, said Ladd not being either a regular deputy U. S. marshal or a special deputy.

28 3d. Because Mr. H. M. Sullivan, one of the attorneys for plaintiffs in this cause, appointed said Sam. Ladd to execute the said writ of attachment.

4th. Because J. L. Morphis, the U. S. marshal for the northern district of Mississippi, appointed R. N. Hall, sheriff of Grenada county, his deputy, to execute the said writ of attachment in this cause by his written deputation upon the back of & on the said writ of attachment, which said writ was sued out in the U. S. court for the northern district of Mississippi, and said writ was not executed by said Hall, who was so appointed, but was executed by said Sam. Ladd upon the appointment of Mr. H. M. Sullivan as aforesaid, *who* without any further authority from said U. S. marshal, by striking out the name of said Hall, upon his own motion, upon said Hall's declining to act, & substituting the name of Sam. Ladd in place & stead thereof.

5th. Because said levy was not made by any lawful office whatever, or by any one duly appointed to make said levy.

CALHOUN & GREEN,
For the Motion.
SULLIVAN & SULLIVAN, *Contra.*

Filed Jan'y 2d, 1884.

G. R. HILL, *Clerk.*

And there was offered in support of said motion a judgment in the words and figures following, viz:

In said court, on the 20th day of December, 1883, the same being a day of the December term of said court, A. D. 1883, the following judgment was had:

29 JOHNSON, SUTTON & Co. } 3671.
vs.
W. S. LAKE & F. R. AUSTIN. }

This day came on to — heard this cause, and came the plaintiffs, by attorney, and the defendants having entered their appearance herein, but failed to plead herein, it is, therefore, considered that the plaintiffs do have & recover of defendants the sum of thirty-three hundred $\frac{76}{100}$ dollars, with interest thereon at the rate of six per cent. per annum from this date until paid, together with their costs in this behalf expended, to be taxed, for which let execution issue; and upon application & showing of the plaintiffs it is ordered that a writ of garnishment on this judgment may be issued at once, returnable to the next term of this court, against J. L. Morphis, of the northern district of Mississippi, and G. R. Hill, clerk of this court.

And also a judgment rendered on the same day as last aforesaid in the words & figures following:

R. WALTER & Co. } 3672.
v.
W. S. LAKE & F. R. AUSTIN. }

This day came on to be heard this cause, and came the plaintiffs, by attorney, and the defendants having entered their appearance herein, but failed to plead herein, it is, therefore, considered that the plaintiffs do have and recover of defendants the sum of six thousand three hundred dollars & 26 cents, with interest thereon at the rate of 6 per cent. per annum from this date until paid, together
30 with their costs in this behalf expended, to be taxed, for which let execution issue; and upon application and showing of the plaintiffs it is ordered that a writ of garnishment on this judgment may be issued at once, returnable to the next term of this court, against J. L. Morphis, U. S. marshal for the northern district of Mississippi, & also G. R. Hill, clerk of this court.

And also a judgment rendered on the same day in words & figures ures follow-g, viz:

ADAMS, BUCK & Co. } 3673.
v.
W. S. LAKE & F. R. AUSTIN. }

This day came on to be heard this cause, and came the plaintiffs, by attorney, and the defendants having entered their appearance herein, but failed to plead herein, it is, therefore, considered that the plaintiffs do have and recover of defendants the sum of eight hundred & fifty-three dollars & 75 cents, with interest thereon at the rate of six

per cent. per annum from this date until paid, together with their costs in this behalf, to be taxed, for which let execution issue; and upon application and showing of the plaintiffs it is ordered that a writ of garnishment on this judgment may issue at once, returnable to the next term of this court, against J. L. Morphis, U. S. marshal for the northern district of Mississippi, and also G. R. Hill, clerk of this court.

And also a record in words and figures following, viz:

31 *Caption of Minutes at Dec'r Term*, 1883.

Be it remembered that on the 12th Monday after the 4th Monday in September, A. D. 1883, the same being the 17th day of December of said year, the honorable circuit court of Grenada county, Mississippi, was called and begun at the court-house of said county, in the town of Grenada, in said county, according to law.

Present: Honorable A. T. Roane, judge of the 3d circuit court, judicial district of said State, and sole judge presiding in said court; present also, Jno. D. Oglesby, dist. att'y for said dist.; George W. Beard, clerk of said court, and R. N. Hall, sheriff of said county.

Affidavit in Attachment.

No. 811.

STATE OF MISSISSIPPI, *Grenada County:*

Personally appeared before the undersigned, circuit clerk in and — State, A. H. Whitfield, agent of Wm. H. Lyon & Co., mercantile firm, doing business in New York city, composed of Wm. H. Lyon, Jno. O. Carpenter, Jas. H. Molloy, & J. H. T. Martin, who, having been duly sworn, made oath that, to the best of his knowledge and belief, W. S. Lake & F. R. Austin, composing the firm of Lake & Austin, lately doing business in Grenada, Miss., are justly indebted to said Wm. H. Lyon & Co. in the sum of forty-nine hundred dollars, due by open accounts, and that the said W. S. Lake &
32 F. R. Austin have assigned or disposed of, or are about to assign or dispose of, their property or rights in action, or some part thereof, with intent to defraud their creditors, & that they have converted, or are about to convert, their property into money or evidences of debt, with intent to place it beyond the reach of their creditors, and that they fraudulently contracted the debt or incurred the obligation for which suit has been or is about to be brought. Whereupon they pray an attachment against the estate, real & personal, of said F. R. Austin and W. S. Lake.

A. H. WHITFIELD,
Agent as Aforesaid.

Sworn to and subscribed this 3d Oct., 1883.
[SEAL.] G. W. BEARD, *Clerk.*

(Endorsed:) Filed Oct: 3d, 1883. Geo. W. Beard, clerk.

Know all men by *this* presents that we, Wm. H. Lyons, Jas. O. Carpenter, Jas H. Molloy, J. H. T. Martin, composing the firm of Wm. H. Lyon & Co., doing business in New York, & N. C. Snider, are held and firmly bound unto W. S. Lake & F. R. Austin, their heirs & legal representatives, in the penal sum of ninety-eight hundred dollars; for the payment of which, well and truly to be made, we bind our heirs & legal representatives, jointly & severally, firmly by these presents.

Signed with our names & delivered this 3d day of October, 1883.

33 The condition of this bond is that whereas the above-bound W. H. Lyon & Co., composed of W. H. Lyon, Jas. O. Carpenter, Jas. H. Molloy, & J. N. T. Martin, prays an attachment against the estate of the said W. S. Lake & F. R. Austin for the sum of forty-nine hundred dollars, returnable to the circuit — of Grenada county on the 12th Monday after the fourth Monday of September, 1883: Now, if the said Wm. H. Lyon & Co., composed of Wm. H. Lyon, Jas. O. Carpenter, Jas. H. Molloy, & J. N. T. Martin, shall pay to the said defendants all such damages as they shall sustain by the wrongful sueing out of the said attachment and all cost which may be awarded against the said plaintiffs in said suit, then the said obligation to be void, but otherwise it shall remain in full force.

WM. H. LYON & CO.,
WM. H. LYON,
JAS. O. CARPENTER,
JAS. H. MOLLOY,
J. N. T. MARTIN,
By A. H. WHITFIELD,
Agent & Att'y.
N. C. SNIDER.

Approved:
G. W. BEARD, *Clerk.*

Endorsed: Filed Oct. 3d, 1883. Geo. W. Beard, clerk.

State of Mississippi to the sheriff of Grenada county, Greeting:

Whereas A. W. Whitfield, agent of Wm. H. Lyon & Co., a
34 mercantile firm doing business in New York city, composed of Wm. H. Lyon, Jas. O. Carpenter, Jas. H. Molloy, & J. N. T. Martin, has complained on oath before the undersigned, circuit clerk of said county, that W. S. Lake & F. R. Austin, composing the firm of Lake & Austin, doing business lately in Grenada, Miss., are jointly indebted to said Wm. H. Lyon & Co. in the sum of forty-nine hundred dollars or thereabouts, and oath having been made according to law that said W. S. Lake & F. R. Austin have assigned or disposed of their property or rights in action or some part thereof with intent to defraud their creditors, and that they have converted or are about to convert their property into money or evidences of debt with intent to place it beyond the reach of their creditors, & that they fraudulently contracted the debt or incur-ed the obligation for which suit has been or is about to be brought, and bond with

security having been given to me according to the statute, you are therefore commanded to forthwith attach the estate, real & personal, of the aforesaid W. S. Lake & F. R. Austin of your county, to the value of said demand & the probable cost of this proceeding, and that you safely keep the property so attached or levied upon in your hands, unless replevied according to law, so as to com-
35 pel*l* the aforesaid W. S. Lake & F. R. Austin to appear before the next term of the circuit court of said county to be held in Grenada on the 12th Monday after the 4th Monday of September, 1883, to answer unto the complaint of the aforesaid Wm. H. Lyon & Co.; and that you summon the said W. S. Lake & F. R. Austin, if to be found in your county, to be and personally appear at the court aforesaid on the first day of said term of said court to answer accordingly.

Witness my hand and the seal of said court this Oct. 3, 1883.

[SEAL.] (Signed) G. W. BENSEL,
Circuit Clerk.

Sheriff's Return.

Executed this writ by levying upon the following lands: One undivided half interest of W. S. Lake in & to the E. ½ of section one, township 22, range 3 east, known as the Winter place, in Grenada county, Miss., at 8 o'clock a. m., October 5th, 1883, by going upon said land of said defendant, W. S. Lake, and to Amos Kendall, a tenant of said W. S. Lake, on said place, & in possession of said place & houses on it, & there & then declaring in his presence that I attached the same at the suit of Wm. H. Lyon & Co., plaintiffs in this writ, and is S. W. ¼ of section 6, T. 22, R. 3 east, & N. E. ¼ & E. ½ of E. ½ of S. E. ¼ of section one, T. 22, R. 2 east, known as
36 the W. T. Neman place, in Grenada county, Mississippi, at 11½ o'clock a. m., October 5th, 1883, by going upon said lands of said defendant, W. S. Lake, & to the houses thereon, and to Mrs. E. Seelens, wife of E. Seelens, tenant of said W. S. Lake, in possession thereof, and then & there declaring in her presence that I attached the same at the suit of Wm. H. Lyon & Co., the plaintiffs in this writ; & in the W. ½ & S. E. ¼, section 30, T. 23, R. 5 east, & E. ½ section 31, T. 23, R. 5 east, in Grenada county, Mississippi, known as the Riverdale place, — 8 o'clock p. m., October 3d, 1883, by going upon said land of said defendant, W. S. Lake, & the houses thereon, and to Walter Davis, tenant thereon of said W. S. Lake, and then & there declaring in his presence that I attached the same at the suit of Wm. H. Lyon & Co., plaintiffs in this writ; and in — of lot 68, and buildings thereon, by going — and *into going* then & there declaring in the presence of Sam. Ladd, dep. U. S. marshal, Oct. 3d, at 25 minutes after 5 o'clock p. m., that I attached the same at the suit of Wm. H. Lyon & Co., plaintiffs in this writ; and in lots following, in east ward of Grenada, said county & State: E. ½ of E. ½ of 68, W. ½ of 197, & S. ½ of S. ½ of 61, & S. ½ of S. ½ of 62, & S. ½ of 259, & W. ½ of 95, & 168, & 163, & W. ½ of 88, & south part of 19, being all of said south part south of fence, enclosing on the south the lot on which
37 the residence of R. P. Lake now stands, all in the east ward

of Grenada, & in lots 188,189, 190, & 191; south part of lot 119, in west ward of Grenada; lots 15, 16, E. ½ 20, & S. W. ¼ of 18, & lot 21, Broadus' survey, in the east ward of Grenada; the whole of the N. ⅔ of N. ½ of lot 190, over and above exemption, in east ward of Grenada, all at 6 o'clock p. m., Oct. 3, 1883; also levied upon the entire stock of goods, wares, & merchandise of every description in the block of buildings known as Lake Bros.' block, & in the warehouse just east of Main street, adjoining Flue's store, including books of accounts, all cho-es in action, safe, wares, & merchandise. Books of accounts, safe, and its contents are now in the possession of the deputy U. S. marshal, except the goods in the warehouse — east side of Main street, subject to the levy, except the goods in the warehouse — east side of Main street, made prior to my levy — the deputy U. S. marshal, and its contents, as will appear by reference to Schedule "A," hereto attached as part of my return, to which reference is made for items & value, at 25 minutes past 5 o'clock p. m., Oct. 3, 1883; also levied upon & took into my possession the live stock & other personal property set out in Schedule "B," hereto
38 attached as part of my return, to which reference is made for items and value, at 12 o'clock m., Oct. 4, 1883; also levied on two carriage ponies, set out, as to description & value, in said Schedule "B," at 8 o'clock a. m., Oct. 4, 1883; also levied upon & took into my possession the goods set out in Schedule "C," hereto *admit-ed* as part of my return, to which reference is made for value & description, at 7.30 o'clock p. m., Oct. 4, 1883, and served the writ upon said defendants, W. S. Lake & F. R. Austin, in person, by reading to each of them this writ and delivering to W. S. Lake a true copy hereof, F. R. Austin waiving copy, Oct. 6th, 1883.

R. N. HALL, *Sheriff*,
By WM. FRENCH AND
HILL GUY,
Deputy Sheriffs.

Indemnifying Bond.

Know all men by these presents that we, Wm. H. Lyon, Jas. O. Carpenter, Jas. H. Malloy, & J. N. T. Martin, composing the firm of Wm. H. Lyon & Co., trading & doing business in New York city, as principal-, & N. C. Snider & J. B. Snider, as sureties, are held & firmly bound unto R. N. Hall, sheriff of Grenada county, Mississippi, in the penal sum of five hundred dollars; for the payment of which, well & truly to be made, we bind ourselves, our heirs and legal representatives.

Signed and delivered this Oct. 8th, 1883.

39 The condition of this bond is such that whereas an attachment in favor of said Wm. H. Lyon & Co. against Lake & Austin has been levied for forty-nine hundred dollars on two black mare ponies—carriage ponies—as the property of defendants, W. S. Lake, to satisfy said attachment, and doubt has arisen as to whether the title to said property is in defendant, W. S. Lake: Now, if the said Wm. H. Lyon & Co., composed as aforesaid, shall indemnify and save harmless the said R. N. Hall, sheriff, who levied said at-

tachment, against all damages which he may sustain by reason of the seizure and sale of said property, and, moreover, will pay & satisfy to any person claiming title to said property or damages which such person may sustain in consequence of such seizure or sale; then this obligation shall be void; otherwise shall remain in full force & virtue.

WM. H. LYON & CO.,
WM. H. LYON,
JAS. O. CARPENTER,
JAMES. H. MALLOW,
J. H. T. MARTIN,
By FITZGERALD & WHITFIELD, *Agents.*
N. C. SNIDER.
J. B. SNIDER.

Approved:
R. N. HALL, *Sheriff.*

STATE OF MISSISSIPPI, *Grenada, Miss.:*

We, W. S. Lake, principal, & Geo. Lake & J. J. Slack, sure-
40 ties, agree to pay to Wm. H. Lyon & Co. and —— ——, five hundred dollars ($500.00).

Signed with our names the 9th day of October, A. D. 1883.

The condition of the above obligation is that whereas the above-named Wm. H. Lyon & Co. are plaintiffs in attachment against Lake & Austin — have *had* two certain black mares, valued at $125.00 each, *and* the same being selected & claimed as exempt under sections 1250 & 1244, code 1880:

Now, if said W. S. Lake shall have said property forthcoming to abide the event of the issue to be made, up & have — at December term of the circuit court of said county or pay the assessed value of the same in cash, the issue shall be so adjudged according to law, then this obligation to be void; otherwise to remain in full force & effect.

This 9th day of Oct., 1883.

W. S. LAKE.
GEO. LAKE.
J. J. SLACK.

I approve bond & sureties:
—— ——, *Sheriff.*

Know all men by these presents that we, Wm. H. Lyon, Jas. O. Carpenter, Jas. H. Malloy, & J. H. T. Martin, composing the firm of Wm. H. Lyon & Co., traders, & doing business in New
41 York, N. C. Snider and J. B. Snider, sureties, are held & firmly bound unto R. N. Hall, sheriff of Grenada county, Miss., in the sum of fifteen hundred dollars; for the payment of which, well & truly to be made, we bind ourselves, our heirs & legal representatives.

Signed and delivered this 8th day of Oct., 1883.

The condition of this bond is such that whereas an attachment at the suit of Wm. H. Lyon & Co. aforesaid against Lake & Austin

has been levied by said R. N. Hall, sheriff, for 4,900.00 upon the live stock and & personal property set out and described in Schedule "B" to the return of said R. N. Hall, sheriff, on said writ of attachment, as together the one undivided half interest of W. S. Lake in said property, valued by said R. N. Hall, sheriff, in whole @ $750.00; and whereas doubt has arisen whether said undivided half interest so levied on is the property of W. S. Lake as such:

Now, if the said Wm. H. Lyon & Co., composed as aforesaid, shall indemnify and save harmless the said R. N. Hall, sheriff, against all damages which he may sustain by reason of this seizure or sale of said property, and will pay and satisfy to any person claiming title to said property any damages which such person may sustain in consequence of such seizure or sale, then this obligation to
42 be void; otherwise to remain in full force and virtue.

WM. H. LYON & CO.,
J. H. T. MARTIN,
JAS. H. MALLOY,
JAS. O. CARPENTER,
By FITZGERALD & WHITFIELD,
Ag'ts & Att'y.
N. C. SNYDER.
J. B. SNYDER.

Approved:
R. N. HALL, *Sheriff.*

Claimant's Affidavit by R. P. Lake.

THE STATE OF MISSISSIPPI, *Grenada County:*

This day personally before the undersigned, circuit clerk of said county, — Richard P. Lake, who says on oath — certain personal property, to wit:

13 head milch cows @ 10.00	$130 00
12 " calves @ 5.00	60 00
1 l't bay mare mule, named Rhody	50 00
1 sorrel mare mule, named Ellen	75 00
1 dark bay mule, named Lizzie	60 00
1 ball-face bay horse, named Charley	30 00
1 grey mare & mule colt, named Maggie	50 00
1 bay horse, named Harry	75 00
1 dark mare, named Kit	75 00
1 dark mare, named Judy	40 00
1 dark mare, named Pet	75 00
2 two-horse wagons, 15.00	30 00
	$750 00

Levied on the personal property of W. S. Lake by R. N. Hall, sheriff of said county, by virtue of a certain writ of attach-
43 ment issued by circuit clerk of Grenada county 3d day of

Oct., A. D. 1883, and returnable to the December term of said court, 1883, in favor of Wm. H. Lyon & Co., for the sum of forty-nine hundred — against Lake & Austin ($4,900).

Is not the property of W. S. Lake or F. R. Austin, but that all of said property is the sole property of this affiant, the right & title being in him; that this claim is not propounded for fraudulent purposes or delay, and affiant desires to replevy said property and have his claim thereto tried.

R. P. LAKE.

Sworn to and subscribed this 4th day of Oct., 1883.

[SEAL.] GEO. W. BEARD, *Clerk.*

THE STATE OF MISSISSIPPI, *Grenada County:*

We, Richard P. Lake, as principal, and Thos. P. Lampkin and J. J. Slack & W. P. Towler, sureties, agree to pay Wm. H. Lyon, Jas. O. Carpenter, Jas. H. Malloy, & J. H. T. Martin, parties under the firm name of Wm. H. Lyon & Co., composing the firm of Wm. H. Lyon & Co., the sum of $1,500.00, fifteen hundred dollars. Signed with signatures this 4th day of October, 1883.

44 The condition of the above bond is that whereas Wm. H. Lyon & Co. sued out an attachment against W. S. Lake & F. R. Austin, composing the firm of Lake & Austin, for forty-nine hundred dollars, $4,900.00, returnable to the December term of the circuit court of Grenada county, and that R. N. Hall, sheriff, has levied said writ of attachment upon W. S. Lake's supposed one-half interest in seven head of mules, valued at, total, $450.00, as per sheriff's return; 1 horse, @ $30.00; 1 mare & colt, 50.00; two 2-horse wagon-, @ 15.00 each, 30.00; 13 head of cows & yearlings, valued @ 130.00, ten per head, & 12 head of calves, value, 60.00, say five dollars each, all of a total of $750.00:

Now if the said Richard P. Lake prosecutes his claim with effect, or, if in case he fail therein, shall pay, or cause to be paid, to said plaintiff in attachment, all such damages as may be ordered against him in case his claim shall not be sustained, and that he will deliver the same property to the sheriff or other officer if the claim thereto shall be determined against him, then this obligation shall be void, but otherwise it shall remain in full force & effect.

Witness our signatures this 4th day of October, 1883.

R. P. LAKE.
J. J. SLACK.
T. P. LAMPKIN.
W. P. TOWLER.

45 I approve the above bond & securities.

R. N. HALL, *Sheriff.*

SCHEDULE "C."

7 p'k's paper bags	$91 57
30 b'x crackers	40 30
1 c's. clothing	36 92
1 mirror & b'x	12 00
1 c's. notions	20 00
1 c's. hats	78 00
1 " clothing	100 00
	$378 79

Know all men by these presents that we, Wm. H. Lyon, Jas. O. Carpenter, & Jas. H. T. Martin, composing the firm of Wm. H. Lyon & Co., as principals, and N. C. Snider & J. B. Snider, as sureties, *and* held & firmly bound unto R. N. Hall, sheriff of Grenada county, in the penal sum of ten thousand dollars; for the payment of which, well & truly to be made, we bind ourselves and heirs and legal representatives, jointly and severally, firmly by these presents.

Signed with our names and delivered this 29th day of October 1883.

The condition of this bond is such that whereas said Wm. H. Lyon & Co. have had an attachment for $4,900.00, about, levied on certain goods, wares, and merchandise now in the two store-
46 houses known as Lake Bro.'s block, and in the warehouse known by Lake & Austin, adjoining Fleec's store, on east side of Main street, in Grenada, Miss., subject to certain other attachments as the property of Lake & Austin, a late firm composed of W. S. Lake & F. R. Austin; and whereas the assignee of said Lake & Austin, A. C. Hebron, has propounded his claim to said property, and doubt has therefore arisen whether the right to said property is in Lake & Austin or not, now, if said Wm. H. Lyons & Co. shall indemnify and save harmless the said R. N. Hall, sheriff, against all damages which he may sustain in consequence of the seizure or sale of said property (which is particularly described in Schedule-A & B to this sheriff's returns in the case of Wm. H. Lyon & Co. *vs.* Lake & Austin & Co., which, for greater particularity, reference is here made), and, moreover, will pay and satisfy to any person claiming title to said property all damages which such person may sustain in consequence of such seizure or sale, then this obligation to be void; otherwise to remain in full force & virtue.

WM. H. LYON,
J. H. T. MARTIN,
WM. H. LYON & CO.,
JAS. O. CARPENTER,
By FITZGERALD & WHITFIELD,
Attorneys.

N. C. SNIDER,
J. B. SNIDER.

47 THE STATE OF MISSISSIPPI, *Grenada County:*

Personally appeared before the undersigned, chancery clerk in and for said county, Burnett C. Jarsill, who made oath that the seven wagons made by the Humboldt Buggy & Wagon Company, levied on as the property of Lake & Austin, the late firm composed of W. S. Lake and Fred. R. Austin, by R. N. Hall, sheriff of said county, by virtue of a writ of attachment issued from the circuit court of said county on the 3rd day of October, 1883, and returnable thereto on the 12th Monday after the 4th Monday of September, 1883, in favor of Wm. H. Lyon & Co. against said Lake & Austin for the sum of forty-nine hundred dollars, interest & cost, is not the property of said defendants, but the property of the Humboldt Buggy & Wagon Company, a firm composed of James Hamilton, John L. Scott, John W. Phelps, & Burnett C. Jarsill, the right & title thereto being in said firm; that this claim is not propounded for fraudulent purposes or delay, and that said company desires to have its claim thereto tried.

B. C. JARSILL.

Sworn to and subscribed before me this 12th day of Oct., 1883.
[SEAL.] A. V. B. THOMAS, *Clerk*,
By J. T. THOMAS, *D. C.*

48 THE STATE OF MISSISSIPPI, *Grenada County:*

This day personally appeared before the undersigned, circuit clerk for said county, A. C. Hebron, ag't, who says on oath that one case hats marked Lake & Austin, and levied upon by writ of attachment on the part of Wm. H. Lyon & Co. *vs.* Lake & Austin by R. N. Hall, sheriff, &c., and by him valued at $78.00, is the property of Adams, Buck & Co., Baltimore, Md., and not the property of said Lake & Austin, or either of them, and that the right and title thereto is in said Adams, Buck & Co., and — in said Lake & Austin; that said claim is not propounded for delay and for fraudulent purposes, but that said affiant may have their claim tried according to law, they desire to replevy the same.

ADAMS, BUCK & CO.,
A. C. HEBRON, *Ag't &c.*

Sworn to and subscribed before me this 19th day of Oct., 1883.
(NO SEAL.) GEO. W. BEARD, *Clerk.*

Affidavit of A. C. Hebron, Ag't for Hall & Haywood, Claimants.

THE STATE OF MISSISSIPPI, *Grenada County:*

49 This day personally appeared before the undersigned, the circuit clerk for said county, A. C. Hebron, ag't, who says on oath that 30 boxes of crackers, brand Y Z. N., by writ of attachment on the part of Wm. H. Lyon & Co. *vs.* Lake & Austin by R. N. Hall, sheriff, &c., is the property of Edwin G. Hall & Henry H.

Haywood, of Louisville, Ky., doing business under the firm name of Hall & Haywood, and not the property of said Lake & Austin, or either of them, and that the right and title thereto is in said Edwin G. Hall & Henry H. Haywood, and not in said Lake & Austin; that said claim is not propounded for delay & for fraudulent purposes, but that said affiants may have their claim thereto tried according to law.

HALL & HAYWOOD,
By A. C. HEBRON, *Ag't, &c.*

Sworn to and subscribed before me this 19th day of October, 1883.
(NO SEAL.) GEO. W. BEARD, *Clerk.*

Affidavit of A. C. Hebron, Ag't for Elsus, May & Co. Claimant-.

THE STATE OF MISSISSIPPI, *Grenada County:*

This day personally appeared before the undersigned, circuit clerk for said county, A. C. Hebron, ag't, who says on oath that one lot of paper bags, &c., marked Lake & Austin, and levied upon by writ of attachment on the part of —— —— as the property of said Lake & Austin at suit of Wm. H. Lyon & Co. *vs.* Lake & Austin, is the property of James Elsus, Isaac May, Morris Adler, Julius Dreyfos, Atlanta, Ga., doing business under the firm name of Elsus, May & Co., and is not the property of said Lake & Austin, or either of them, and that the right and title thereto is in said Elsus, May & Co. and not in said Lake & Austin, or either of them; that said claim is not propounded for delay & for fraudulent purposes, but that said affiant- may have their claim thereto tried according to law.

50

ELSUS, MAY & CO.,
A. C. HEBRON, *Ag't, &c.*

Sworn to & subscribed before me this 29th day of Oct., 1883.
(NO SEAL.) GEO. W. BEARD, *Clerk.*

Bond of Adams, Buck & Co., Claimants.

THE STATE OF MISSISSIPPI, *Grenada, County:*

We, Adams, Buck & Co., a firm composed of —— ——, as principals, and E. C. Mister & J. J. Slack, as sureties, agree to pay Wm. H. Lyon & Co. the sum of one hundred ($156.00) & fifty — dollars unless said Adams, Buck & Co. shall prosecute with effect the claim made by them to certain goods, &c., hereto seized and levied upon by the sheriff of Grenada Co. under & by virtue of a writ of attachment sued out by said Wm. H. Lyon & Co. in the circuit court of said county against the late firm of Lake & Austin, or, in case they fail therein unless they pay to said plaintiffs in attachment all such damages as may be awarded against them, or unless they deliver the same property to said sheriff or other officer if their claim hereto be determined against them.

51

In testimony whereof witness their hands this 1st day of Nov., 1883.

ADAMS, BUCK & CO.,
By J. J. SLACK, *Att'y & Ag't.*
E. C. MISTER,
By J. J. SLACK.
J. J. SLACK.

THE STATE OF MISSISSIPPI, *Granada County:*

This day personally appeared before the undersigned, circuit clerk for said county, A. C. Hebron, ag't, &c., for Johnson, Sutton & Co., who says on oath that R. N. Hall, sheriff, &c., marked *as* one case of goods and levied upon by writ of attachment on the part of Wm. H. Lyon & Rebkoff & McKnight, &c., plaintiffs in attachment, *vs.* Lake & Austin; one case notions of merchandise valued at $61.00, and marked (Lake & Austin), is the property of Johnson, Sutton & Co., Baltimore, Md., and not the property of said Lake & Austin, or either of them, and that the right and title thereto is in said Johnson, Sutton & Co. and not in said Lake & Austin; that said claim is not propounded for delay & for fraudulent purposes, but that said affiant- may have their claim thereto tried according to
52 law, and that they desire to replevy said —.

JOHNSON, SUTTON & CO.,
By A. C. HEBRON, *Ag't, &c.*

Sworn to and subscribed before me this 29th day of October, 1883.
GEO. W. BEARD, *Clerk.*

STATE OF MISSISSIPPI, *Grenada County:*

We, Johnson, Sutton & Co., principals, & E. C. Mister & J. J. Slack, sureties, agree to pay Wm. H. Lyon & Co. the sum of $122.00 unless said Johnson, Sutton & Co. *h*hall prosecute with effect the claim *per*ferred by them to a certain box of notions, goods, &c., hereto seized & levied upon by the sheriff of Grenada county and State aforesaid under and by virtue of a certain writ of attachment sued out by said Rebkoff & McKnight in the circuit court of said county of Grenada against Lake & Austin, which said property is fully described in the affidavit herein, or unless said claimants shall pay all such damages as may be awarded against them in case their claim be not sustained, or unless they shall deliver said property to said sheriff in event their claim hereto shall — determined against them.

In testimony whereof witness our hands this 7th day of Nov., 1883.

53 (Signed) JOHNSON, SUTTON & CO.,
By J. J. SLACK.
E. C. MISTER.
J. J. SLACK.

Affidavit of A. C. Hebron, Assignee & Claimant.

THE STATE OF MISSISSIPPI, *Grenada County:*

In the Circuit Court. Dec. Term, 1883.

WM. H. LYON & Co.
vs.
LAKE and AUSTIN, A. C. HEBRON, Assignee & Claimant. } No. 811.

Attachment.

This day personally appeared before the undersigned, circuit clerk of said county, A. C. Hebron, assignee & claimant, & who says on oath that each, every, & all the articles of goods, wares, & merchandise levied upon at the attachment suit of Wm. H. Lyon & Co. *vs.* Lake & Austin, a firm composed of W. S. Lake & F. R. Austin, and marked Schedule "A," to said sheriff's return on said writ of attachment, *and* his property; that the *wright*, title, and interest to each is his property, & in his opinion is not subject to levy, &c.; this claim is not propounded for fraudulent purposes or delay, and that affiant desires to have his claim thereto tried according to law.

A. C. HEBRON,
Assignee & Claimant.

Sworn to and subscribed before me this Oct 23d, 1883.
(NO SEAL.) GEO. W. BEARD, *Clerk.*

Endorsed: Filed Oct. 23d, 1883. Geo. W. Beard, clerk.

54 *Bond of Johnson, Sutton & Co., as Claimant.*

We, Johnson, Sutton & Co., a firm composed of Thos. W. Johnson, Rob't M. Sutton, & John E. R. Crabbe, as principals, & E. C. Mister & J. J. Slack, sureties, agree to pay Wm. H. Lyon & Co. one hundred & twenty-two dollars, $122.00.

Witness our signatures this the 31st day of Oct., 1883.

The condition of the above obligation is that whereas the said Wm. H. Lyon & Co., plaintiffs in attachment, *vs.* Lake & Austin, levied their writ of attachment by the sheriff of Grenada county (R. N. Hall) — one case of notions, & by him valued at $61.00: Now if the said Johnson, Sutton & Co. shall prosecute their said claim with effect, or, in case they fail therein, pay to the said plaintiffs in attachment all such damages as may be ordered against them, the said claimants, in case their claim thereto shall not be sustained, and that they will deliver the same goods to the sheriff or other officer, if their claim should be determined against them, & costs.

Witness our signatures this 30th day of October, A. D. 1883.

THOS. W. JOHNSON,
ROB'T M. SUTTON,
JOHN E. R. CRABBE,
JOHNSON, SUTTON & CO.,
By E. C. MISTER.
E. C. MISTER.
J. J. SLACK.

55 *Agreement of Def'ts' Counsel.*

We, the undersigned, attorneys for all parties in interest, agree that these bonds may represent the goods, and waive our right to demand a bond in each case, as provided in such cases by statute, this Oct. 31st, 1883.

This agreement applies to the case of Wm. H. Lyon & Co. and Rehkoff & McKnight *vs.* Lake & Austin.

SLACK & LONGSTREET,
Att'ys for Claimant.

Plea in Abatement.

STATE OF MISSISSIPPI, *Grenada County:*

In Circuit Court. Dec. Term, 1883.

WM. H. LYON & CO. *vs.* LAKE & AUSTIN.

This day come the defendants to the above-entitled cause & defend the wrong & injury to, &c., as & for their plea in abatement herein, & in traverse & denial of the several allegations in plaintiffs' declaration and affidavit set forth & contained, on oath say—

1st. That they have not, as alleged, property or rights in action which they conseal & unjustly refuse to apply to the payment of their debts.

2nd. That they have not, as alleged, assigned or disposed of, nor were they about to assign or dispose of, their property or rights in action or some part thereof, with intent to defraud their creditors.

56 3rd. That they have not converted, nor were they about to convert, their property into money or evidences of debt with intent to place it beyond the reach of their creditors.

4th. That they did not fraudulently contract the debt or incur the obligation for which suit was brought, as plaintiff hath complained against them.

And as to all of which matters & things they put themselves upon the country.

W. S. LAKE.
F. R. AUSTIN.

Sworn to and subscribed before me by W. S. Lake & F. R. Austin, together composing the firm of Lake & Austin.

C. W. LINDSEY, *J. P.*

(Endorsed:) Filed Dec'r 17th, 1883. Geo. W. Beard, clerk.

Petition for Transfer of Suit to Federal Court.

THE STATE OF MISSISSIPPI, *Grenada County:*

In the Circuit Court, to Dec'r Term, 1883.

W. H. LYON & Co. *vs.* LAKE & AUSTIN.

To the honorable circuit court of Grenada county, State of Mississippi:

Your petition-s, W. H. Lyon, Jas. O. Carpenter, Jas. H. Martin, composing the firm of Wm. H. Lyon & Co., respectfully show that they are plaintiffs in the foregoing suit, and that the same was by
57 them commenced on or about the 3d day of October, 1883, in said circuit court; that your petitioners were, at the time of bringing said suit and still are, citizens of New York and residents thereof.

Your petitioners further show that there is and was, at the time said suit was brought, a controversy between your petitioners and the said defendants, Walter S. Lake & Fred. R. Austin, merchants and partners doing business in the town of Grenada, of said county, and residents thereof; that said action is by attachment, and the matter in dispute exceeds the sum of five hundred dollars, exclusive of costs.

Your petitioners further represent that this suit has not been tried, but is now pending for trial in the said circuit court, and that your petitioners desire to remove the same into the United States district court for the western division of the northern district of Mississippi, at Oxford, in pursuance of the act of Congress in that behalf provided. Your petitioners further offer their bond, executed by W. H. Fitzgerald & A. H. Whitfield, as sureties, in the penal sum of one hundred & fifty dollars, conditioned according to law.

Your petitioners pray that said bond may be accepted as good & sufficient, and that said suit may be removed into the said
58 district court, now in session, pursuant to the act of Congress in such cases made & provided, and that no further proceedings may be had therein in this court.

And your petitioners will ever pray, &c.

FITZGERALD & WHITFIELD,
Att'ys for Petitioners.

Bond for Removal.

Know all men by these presents that we, Wm. H. Lyon & Co., as principals, and W. H. Fitzgerald & A. H. Whitfield, as sureties, are hereby held and firmly — unto W. S. Lake & F. R. Austin, composing the late firm of Lake & Austin, in the penal sum of two hundred & fifty dollars, lawful money of the United States; for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said W. H. Lyon & Co. shall enter and file or cause to be entered and filed in the present United States district court for the western division of the northern district of the State of Mississippi, on or before the — day

of January, 1884, copies of all process, pleadings, and other proceedings in a certain attachment suit, now pending in the circuit court of Grenada county, State of Miss., in which said Wm. H. Lyon & Co. are plaintiffs and said Lake & Austin are defendants, and
59 shall do such other appropriate acts as by the act of Congress in that behalf are required to be done upon the removal of such suit from said State court into the said United States court, then this obligation to be void; otherwise of force.

Dated December 17th, 1883.

WM. H. LYON & CO.,
By FITZGERALD & WHITFIELD,
Ag'ts & Att'ys-in-Fact.
W. H. FITZGERALD.
A. H. WHITFIELD.

60 SCHEDULE "A."

To 4	yds. nun's veiling	@	25c.	1	00
" 30	" worsted dress goods		6½	1	95
" 43½	" " "		22	9	77
" 40	" " "		30	12	00
" 46½	" " "		22	10	67
" 45	" cut cashmere		75	33	75
" 56½	" India "		20	11	30
" 41½	" worsted dress goods		22	9	13
" 56½	" " "		30	16	95
" 55½	" " "		15	8	32
" 56½	" brocade worsted		20	11	30
" 56	" " "		15	8	40
" 52½	" " "		20	11	30
" 47	" " "		15	7	05
" 47	" " "		25	11	75
" 24	" " "		35	8	40
" 15	" " "		35	3	25
" 55½	" " "		22	12	21
" 53⅓	" " "		20	10	75
" 55½	" " "		30	16	65
" 22½	" " "		12	2	70
" 57⅓	" " "		9	5	20
				$224	80
" 41½	" worsted dress goods		15	6	22
" 57⅓	" " "		9	5	20
" 54⅓	" " "		20	10	95
" 56½	" " "		20	11	30
" 61	" " "		30	18	30
" 31½	" " "		15	3	12
" 54⅓	" " "		20	10	95
" 55½	" " "		20	11	20
" 57½	" " "		9	5	18
" 23½	" " "		15	3	52

	To 28 yds. worsted dress goods @	20c.		5 60
61	" 25 " " "	20		5 00
	" 48½ " " "	25		12 12
To 10½	yds. worsted dress goods	45		4 73
" 57½	" " "	20		11 50
" 44½	" " "	22		9 70
" 55¼	" " "	20		11 05
" 55	" " "	20		11 00
" 56⅓	" " "	20		11 35
" 50	" " "	15		7 50
" 44	" " "	20		8 80
" 54¼	" " "	20		11 85
" 42	" " "	21		8 62
" 43⅓	" " "	20		8 75
" 51	" " "	20		10 20
" 57⅓	" " "	9		5 20
" 28½	" " "	35		9 97
" 20	" " "	35		7 00
				$245 97
" 5	" " "	30		13 50
" 43½	" " "	25		10 87
" 57½	" " "	20		11 50
" 55	" " "	22		12 10
" 17	" " "	30		5 10
" 43½	" " "	20		8 70
" 31	" " "	15		4 72
" 57½	" " "	20		11 50
" 55	" " "	20		11 00
" 34½	" " "	20		6 80
" 44	" " "	21		9 24
" 52	" " "	20		10 40
" 39	" " "	30		11 70
" 38	" " "	30		11 40
" 43	" " "	20		8 60
" 45	" " "	30		13 50
" 22½	" " "	10		2 25
	To 4 yds. dress worsted goods	20		80
62	" 27 " " "	40		10 80
	" 17½ " " "	20		3 50
To 40½	yds. worsted dress goods	20		8 10
" 31½	" " "	20		6 3[illegible]
" 39	" " "	30		11 70
" 36½	" " "	20		7 30
" 40	" " "	25		10 00
" 31½	" " "	20		6 30
" 2	" " "	20		40
" 41	" " "	40		16 40
" 14	" " "	20		2 80
" 41	" " "	21		8 61

To 36	yds. worsted dress goods			@	30c.	10	80
" 40½	"	"	"		30	12	15
" 27	"	"	"		30	8	10
" 48	"	"	"		21	10	08
" 41½	"	"	"		30	12	40
" 16	"	"	"		12	1	92
" 41	"	"	"		9	3	69
" 55	"	"	"		20	11	00
" 41	"	"	"		20	8	20
" 29	"	"	"		20	5	80
" 12½	"	"	"		20	2	50
" 52	"	"	"		20	10	40
" 25	"	"	"		9	2	25
" 10¼	"	"	"	1	10	11	27
" 10½	"	"	"	1	10	11	55
" 46½	"	"	"		25	11	62
" 11	"	"	"	1	10	12	10
" 32	"	"	"		20	6	40
" 16½	"	"	"		20	3	30
" 15	"	"	"		45	6	75
" 52½	"	"	"		25	13	12
" 32	"	"	"		40	12	80
" 19	"	"	"		35	6	65
" 61½	"	"	"		95	58	42
						$287	08
63	" 41½	"	"	"	25	10	37
	" 49½	"	"	"	25	12	37
To 62	yds. worsted dress goods				40	24	80
" 62½	"	"	"		75	46	88
" 56½	"	"	"		50	28	37
" 63¼	"	"	"		80	50	60
" 67½	"	"	"	1	00	67	50
" 65	"	"	"		80	52	00
" 48	"	"	"		45	21	60
" 61½	"	"	"		45	27	68
" 62	"	"	"		90	54	80
" 40½	"	"	"		20	8	10
" 65	"	"	"		85	55	25
" 36	"	"	"		21	7	56
" 55	"	"	"		60	33	00
" 65	"	"	"	1	10	71	50
" 62	"	"	"		60	37	20
" 40	"	"	"		75	30	00
" 65	"	"	"		80	52	00
" 30	"	"	"		75	22	50
" 67½	"	"	"	1	10	74	25
" 25	"	"	"	1	10	27	50
" 40	"	"	"		50	20	00
" 5½	"	"	"		45	2	47

To 2½ yds. worsted dress goods	@	50c.		1 25
" 31½ " " "		65		20 46
" 35 " " "		50		17 50
				$877 51
To 671⅓ " calico		5		33 59
" 202 " "		6		12 12
" 660 " "		7		46 20
" 86 " "		9		7 74
" 54 " ed. lin*ning*		8½		4 59
" 36 " worsted dress goods		30		10 80
" 12 " " " "		40		4 80
To 8½ yds. worsted dress goods		42		3 57
64 " 4 " " "		80		3 20
" 35 " " "		40		14 00
To 30 yds. worsted dress goods		33		9 90
" 50 " " "		35		17 50
" 38½ " Ed. linning		8½		3 27
" 37⅓ " "		8½		3 18
" 49 " "		8½		4 17
" 38⅓ " "		8½		3 30
" 5 " worsted dress goods		50		2 50
" 6½ " " "		40		2 60
" 9 " " "		15		1 35
" 2 " " "		25		50
" 7½ " " "		18		1 35
" 3½ " " "		15		53
" 3 " " "		8		24
" 2 " " "		18		36
" 2½ " " "		18		45
" 4 " " "		18		72
" 5 " " "		15		60
				$193 13
" 3½ " " "		15		52
" 3½ " " "		18		68
" 3 " " "		22		66
" 8 " " "		45		3 60
" 5 " " "		35		1 75
" 27 " " "		35		9 45
" 6 " " "		20		1 20
" 2 " " "		15		30
" 7 " " "		35		2 25
" 8 " tucking goods		35		2 80
" 9 " "		60		5 40
" 7½ " "		60		4 50
" 4 " "		37		1 50
" 9 " "		40		3 60
" 7 " "		75		5 25

	To 5 yds. tucking goods	@	75c.	3 75
65	" 7 " "		50	3 50
	" 19 " "		30	6 70
To	125 yds. dress goods		13	16 25
"	300 " "		17	51 00
"	450 " "		13	58 50
"	450 " "		15	67 50
"	1 case perfumery, including case			76 00
"	73 umbrellas		75	57 75
"	2,142 yds. calico		5	107 10
"	box jewelry			1 50
"	" "			25 00
				$517 26
"	" "			35 00
"	box jewelry, including show-case			55 00
"	14½ yds. col. velveteen		65	9 46
"	4 pieces " "		6 50	26 00
"	50 yds. bl'k "		1 10	55 00
"	1 bolt silk illusion (4 p'c's)			20 00
"	7 yds. blue velveteen		55	3 85
"	8 " m'x'c flannel			9 00
"	3 p'c's silk fringe (1 b'lt)			20 00
"	30 yds. velvet (1 b'lt)		75	22 50
"	1 box (31 yds.)		50	15 00
"	1 " 4-4 crepe			5 50
"	1 " " "			5 00
"	1 " Liberty ruff			2 50
"	1 " pat. velvet			8 00
"	1 " hose			2 75
"	1 " ladies' ulster, drep'd			25 00
"	1 " hose			9 00
"	1 " "			15 00
"	1 " l. whips			9 00
"	24 pieces tarlatan			50 00
"	5 " lace, Antoines			12 50
"	11 " lawn			50 00
"	1 lot remnants			1 00
"	1 trunk			1 50
"	5 boxes Paris nanteens			40 00
				$507 53
66	To 1 bot. Paris novelties			9 50
	" 1⅓ pieces velveteen			22 50
To	6 pieces plush velveteen			35 00
"	1 lot tidies			1 50
"	1 " color thread & case			41 25

To 72 doz. buttons		@	8c.	5 76
" 9 " "			5	45
" 24 " "			10	2 40
" 108 " "			5	5 40
" 25 " "			10	2 50
" 34 " "			15	5 10
" 8 " "			9	72
" 55 " "			15	8 25
" 15 " "			3	45
" 38 " "			10	3 80
" 72 " "			10	7 20
" 1 box reb. L., No. 1, 23 p'c's				17 08
" 1 " " " " 2, " "				15 00
" 1 " " " " 3, " "				28 00
" 1 " " " " 4, " "				35 00
" 1 " " " " 5, " "				43 00
" 1 " " " " 6, " "				40 40
" 1 " " " " 7, " "				17 60
" 1 " " " " 8, " "				14 40
" 1 " " " " 9, " "				26 40
" 1 " " " " 10, " "				13 50
" 1 " " " " 11, " "				40 50
				$442 60
" 1 box ribbon, No. 12				6 00
" 1 " " " 13				38 00
" 1 " " " 14; 1 box R., No. 15				24 80
" 1 " " " 16, 21.00; 1 box No. 17, 37.20				58 20
" 1 " " " 18, 27.80; 1 " " 19, 33.80				61 60
" 1 " " " 20, 40.90; 1 " " 21, 16.00				56 90
" 54 doz. buttons			10	5 40
To 10 doz. buttons			20	2 00
67 " 32 "			9	2 08
" 10 "			5	50
To 42 doz. buttons			15	6 30
" 5 gross "			40	2 00
" 1 notion box & contents				18 00
" 1 " "				9 50
" 1 " "				7 52
" 1 " "				18 72
" 1 " "				8 00
" 1 " "				21 00
" 1 " "				5 60
" 1 " "				1 60
" 1 " "				1 50
" 1 " "				3 60
" 1 " "				31 20
" 1 " "				11 25
" 1 " "				23 00

To 1 notion box & contents		3 60
" 1 " "		19 50
" 1 " "		10
		$457 47
" 1 box lace trimming, 37.50; 1 box do., 2.40		39 90
" 1 " " 3.75; 1 " " 6.00		9 75
" 1 " " 7.50; 1 " " 18.00		25 50
" 1 " sat. "		102 50
" 1 show-case & contents (ribbons)		150 00
" 1 glove " "		165 00
" draw, No. 1, "		6 00
" " 2, and contents		190 00
" " 3 "		37 50
" " 4 "		45 00
" " 5 "		35 00
" " 6 "		75 00
" " 8 "		85 00
" " 7 "		100 00
To trunk No. 1 and contents		50 00
68 " 1 " 2 "		10 00
" 1 " 3 "		15 00
To 1 trunk, No. 4, and contents, M. T		4 50
" 1 " 5 " "		4 00
" 1 " 6 " "		5 50
" 1 " 7 " "		5 00
" 1 " 8 " "		65 00
" 1 " 9 " "		2 25
" 1 roll matting		8 80
" 1 trunk, M. T		12 50
" 2 saddles—1, 4.00; 1, 16.00		20 00
" 3 " 1, 12.50; 1, 11.00; 1, 12.50		36 00
		$1,304 70
" 70 doz. buttons	@ 15c.	10 50
" 8 gr. "	40	3 20
" 24 doz. "	30	7 20
" 20 " "	10	2 00
" 32 " "	5	1 60
" 2 " "	10	20
" 50 " "	9	4 50
" 96 " "	15	14 40
" 39 bed-spreads	1 00	39 00
" 75 yds. domestic	40	30 00
" 5 " "	40	2 00
" P. S., 15 "	50	7 50
" 50 yds. cot. diaper	7½	3 75
" 12 towels.	15	1 80
" 85 yds. jeans	7½	6 37

To	80 yds. drills	@	7c.	5 60
"	60 " crown linsey		6½	3 90
"	100 " wiggins		6	6 00
"	1 box gloves			4 50
"	1 "			5 00
"	1 "			3 00
"	1 "			4 50
	To 1 box gloves			6 00
69	" 1 " 2.00; do., 5.00			7 00
	" 2 boxes casporelle, @ 30c			60
To	19 boxes collars, @ 30c			5 70
"	50 " h'd'k'fs			30 00
				$215 82
"	1 pr. sample hose			2 00
"	9 prs. boots, @ 1.00			9 00
"	1 " hose			3 00
"	1 box trimming			2 00
"	4 J. p'c's Hamburg, @ 75c			33 75
"	5 rolls oil-cloth, @ 2.40			12 00
"	1 show-case & contents			85 00
"	1 " silk (sewing)			80 00
"	11 boxes ties, @ 1.00			11 00
"	15 " rushing			25 00
"	1 accordeon			75
"	1 box sample col.			2 50
"	1 " bonnets			9 00
"	2 bells, buggy whips			45 00
"	1 lot zephyr, &c., case No. 10			50 00
"	4 trunks—1, 2, 3, 4, @ 6.00			24 00
"	1 " 5			4 50
"	1 box brogan shoes			30 00
"	1 " "			30 00
"	1 " "			60 00
"	1 " "			22 00
"	1 " Cong. gaiters			25 00
"	1 " "			37 00
"	1 " "			9 00
"	1 " "			18 00
"	1 " "			25 00
"	1 " "			38 00
				$692 50
To	12 doz. buttons		8	96
"	14 " "		10	1 40
	To 7 doz. buttons		5	35
70	" 132 " "		10	13 20
	" 144 " "		25	36 00
To	24 doz. buttons		10	3 40

To	132 doz. buttons	@ 15c.		19 80
"	72 " "	10		7 20
"	16 boxes notions			76 00
"	16 " "			68 85
"	31 " "			40 74
"	9 " "			24 80
"	1 box shoes			28 00
"	1 " "			25 00
"	1 " "			19 00
"	47 doz. buttons	10		4 70
"	48 " "	25		12 00
"	72 " "	15		10 80
"	56 " "	5		2 80
"	41 " "	7		2 87
"	12 " "	5		60
"	7 " "	7		49
"	120 " "	9		10 80
"	1 box polka shoes			13 00
"	1 " "			14 00
"	1 " "			12 60
				$450 00
To	1 box gov't brog. shoes			40 00
"	1 " "			25 00
"	1 " "			26 50
"	1 " "			25 00
"	1 " "			16 50
"	1 " "			25 00
"	1 " "			26 00
"	1 " "			29 75
"	1 " "			30 00
"	1 " "			30 00
"	1 " "			26 00
	To 1 box gov't brog. shoes			18 00
71	" 1 " "			20 00
	" 1 " "			26 00
To	1 box gov't brog. shoes			22 00
"	1 " "			36 00
"	1 " "			30 00
"	1 " "			25 00
"	1 " "			28 00
"	1 " "			21 00
"	345 boxes buttons, @ .70			241 50
"	54 boxes hose			65 00
"	42 " "			41 50
"	24 " "			43 00
"	59 " "			67 00
"	50 " "			57 50
"	43 " "			45 75
"	13 " "			19 50
				$1,106 50

To 91 boxes notions						175 10
" 19 pr. shoes (1 box)				@	70c.	13 30
" 1 box shoes, 24 pr.					70	16 80
" 1 " " 24 "					60	14 40
" 1 " " 20 "					60	12 00
" 1 " " 13 "					60	7 80
" 1 " " 12 "					60	7 20
" 1 " " 9 "					60	5 40
" 1 " " 15 "					60	9 00
" 1 " " 7 "					1 75	12 25
" 1 " " 20 "					1 10	22 00
" 1 " " 15 "					1 10	16 50
" 1 " " 50 "					75	37 50
" 1 " " 45 "					65	29 25
" 1 " " 25 "					80	20 00
" 1 " " 50 "					70	35 00
" 1 " " 50 "					55	27 50
" 1 " " 50 "					75	37 50
To 1 box shoes (35 pair)					70	24 50
72 " 1 " " 40 "					75	30 00
" 1 " " 15 "					1 10	16 50
To 1 box shoes (27 pair)					75	20 25
" 1 " " 30 "					55	16 50
" 1 " " 35 "					55	19 25
" 1 " " 25 "					1 10	27 50
" 1 " " 25 "					1 20	30 00
" 1 " " 20 "					1 10	22 00
						$205 60
" 1 " " 27 "					55	14 85
" 1 " " 23 "					55	12 65
" 1 " " 18 "					55	9 90
" 1 " " 25 "					55	13 75
" 1 " " 25 "					55	13 75
" 1 " " 25 "					55	13 75
" 1 " " 27 "					55	14 85
" 1 " " 25 "					55	13 75
" 1 " " 20 "					55	11 00
" 1 " " 25 "					55	13 75
" 1 " " 25 "					75	18 75
" 1 " " 15 "					95	14 25
" 1 " " 25 "					75	18 75
" 1 " " 25 "					75	18 75
" 1 " " 17 "					60	10 20
" 1 " " 30 "					60	18 00
" 1 " " 25 "					37½	9 37
" 1 " " 20 "					1 00	20 00
" 1 " " 25 "					75	18 75
" 1 " " 30 "					95	28 50
" 1 " " 20 "					1 25	25 00

To 1 box shoes (10 pair)	@	75c.		7 50
" 1 " " 15 "			1 00	15 00
" 1 " " 24 "			1 00	24 00
" 2 pr. boots			3 00	6 00
"18 " "			1 00	18 00
				$402 82
73 To 12 pr. boots			2 00	24 00
" 12 " "			2 75	33 00
To 9 pr. boots			3 25	29 25
" 12 " "			3 50	42 00
" 12 " "			1 25	15 00
" 9 " "			2 12½	19 13
" 12 " "			3 75	45 00
" 4 " "			2 12½	8 50
" 6 " "			3 25	19 50
" 12 " "			1 25	15 00
" 6 " "			2 12½	12 75
" 7 " "			1 62½	11 37
" 10 " "			1 65	16 50
" 10 " "			2 50	25 00
" 12 " "			2 12½	25 50
" 12 " "			3 12½	36 50
" 11 " "			1 37½	15 13
" 12 " "			1 40	16 80
" 12 " "			1 12½	15 50
" 12 " "			1 87½	22 50
" 12 " "			1 10	13 20
" 12 " "			90	10 80
" 12 " "			1 12½	13 50
" 12 " "			87½	10 50
" 12 " "			87½	10 50
" 12 " "			1 12½	13 50
" 10 " "			55	5 50
				$523 43
" 12 " "			55	6 60
" 10 " "			75	7 50
" 10 " "			65	6 50
" 10 " "			65	6 50
" 12 " "			65	6 50
" 12 " "			1 00	12 00
" 12 " "			1 12½	13 50
To 1 p'r ladies' shoes, @				2 13
74 " 1 " " " "				3 75
" 1 " " " "				3 75
To 1 pr. ladies' shoes, @				3 13
" 1 " " " "				2 25
" 1 " " " "				2 15

To	1	pr.	ladies'	shoes,	@	1 87
"	1	"	"	"	"	1 88
"	1	"	"	"	"	1 87
"	1	"	"	"	"	2 12
"	1	"	"	"	"	2 75
"	1	"	"	"	"	2 75
"	1	"	"	"	"	2 75
"	1	"	"	"	"	2 00
"	1	"	"	"	"	2 13
"	1	"	"	"	"	1 88
"	1	"	"	"	"	1 87
"	1	"	"	"	"	1 50
"	1	"	"	"	"	1 87
"	1	"	"	"	"	2 13
"	1	"	"	"	"	1 88
						$107 89
"	1	"	"	"	"	1 88
"	1	"	"	"	"	2 25
"	1	"	"	"	"	1 87
"	1	"	"	"	"	1 88
"	1	"	"	"	"	1 65
"	1	"	"	"	"	3 75
"	1	"	"	"	"	2 25
"	1	"	"	"	"	2 25
"	1	"	"	"	"	2 12
"	1	"	"	"	"	2 00
"	1	"	"	"	"	1 88
"	1	"	"	"	"	3 75
"	1	"	"	"	"	2 00
"	1	"	"	"	"	2 00
		To	1	pr.	ladies' shoes, @	2 13
75			1	"	shoes, @	2 12
		"	1	"	" "	2 13
To	1	pr.	shoes,	@		1 87
"	1	"	"	"		1 88
"	1	"	"	"		2 00
"	1	"	"	"		2 75
"	1	"	"	"		2 75
"	1	"	"	"		2 00
"	1	"	"	"		2 12
"	1	"	"	"		2 12
"	1	"	"	"		2 13
"	1	"	"	"		2 13
"	1	"	"	"		2 75
						$62 41

To	1	pr. ladies' shoes, @	2 25
"	1	" " " "	1 88
"	1	" " " "	1 87
"	1	" " " "	1 88
"	1	" " " "	2 00
"	1	" " " "	2 25
"	1	" " " "	2 00
"	1	" " " "	2 75
"	1	" " " "	1 87
"	1	" " " "	2 75
"	1	" " " "	2 25
"	1	" " " "	2 00
"	1	" " " "	1 75
"	1	" " " "	2 50
"	1	" " " "	2 00
"	1	" " " "	1 75
"	1	" " " "	2 75
"	1	" " " "	2 65
"	1	" " " "	2 00
"	1	" " " "	2 12
"	1	" " " "	3 75
		To 1 pr. ladies' shoes, @	2 00
76		" 1 " " " "	1 65
		" 1 " " " "	2 00
To	1	pr. ladies' shoes, @	2 13
"	4	" " " "	2 12
"	1	" " " "	1 75
			$58 17

"	1	" " " "	2 75
"	1	" " " "	3 75
"	1	" " " "	1 65
"	1	" " " "	1 25
"	1	" " " "	2 00
"	1	" " " "	1 75
"	1	" " " "	3 75
"	1	" " " "	2 25
"	1	" " " "	1 87
"	1	" " " "	1 88
"	1	" " " "	1 90
"	1	" " " "	2 12
"	1	" " " "	2 25
"	1	" " " "	2 75
"	1	" " " "	2 75
"	1	" " " "	2 00
"	1	" " " "	1 87
"	1	" " " "	1 50
"	1	" " " "	2 13
"	1	" " " "	3 75
"	1	" " " "	1 87

To 1 pr. ladies' shoes, @		2 00
" 1 " " " "		2 00
" 1 " " " "		2 50
" 1 " " " "		2 00
" 1 " " " "		1 87
" 1 " " " "		2 00
		$60 16
77 To 1 pr. la. shoes, 2.00; 1 pr. la. shoes, 2.00		4 00
" 1 " " " 2.00; 1 " " " 2.13		4 13
To 1 pr. la. shoes, 2.00; 1 pr. la. shoes, 1.88		3 88
" 1 " " " 2.25; 1 " " " 2.25		4 50
" 1 " " " 2.00; 1 " " " 1.88		3 88
" 1 " " " 1.87; 1 " " " 2.12		3 99
" 1 " " " 2.75; 1 " " " 2.75		5 50
" 1 " " " 2.75; 1 " " " 2.75		5 50
" 1 " " " 1.88; 1 " " " 2.75		4 63
" 1 " " " 1.87; 1 " " " 2.00		3 87
" 1 " " " 2.25; 1 " " " 1.75		4 00
" 1 " " " 2.00; 1 " " " 2.12		4 12
" 1 " " " 1.88; 1 " " " 2.13		4 01
" 1 " " "		2 00
		$57 96
" 1 " " " 3.75; 1 pr. la. shoes, 3.75		7 50
" 1 " " " 1.65; 1 " " " 1.65		3 30
" 1 " " " 2.25; 1 " " " 2.50		4 75
" 1 " " " 1.65; 1 " " " 1.88		3 53
" 1 " " " 3.75; 1 " " " 2.13		5 88
" 1 " " "		75
" 9 " " " 1.00		9 00
" 4 " " " 50		2 00
" 2 " " " 1.00		2 00
" 8 " " " 2.50		20 00
" 17 " " " 1.87		31 87
" 5 " " " 1.65		8 25
" 9 " " " 2.12		19 13
" 10 " " " 1.50, 15.00; 12 pr. shoes, 2.25, 27.00		42 00
" 6 " " " 3.75		22 50
" 25 " " " 2.00		50 00
" 18 " " " 1.75		31 50
" 215 " " " 2.00		430 00
" 12 " " " 1.87½		22 50
" 22 " " " 1.25		27 50
" 48 " boys' shoes, 1.25		70 00
		$813 96

78	To 44 pr. boys' shoes, @ 1.87½			82 50
	" 6 " " "			12 00
To 1 box stocking-				5 00
" 1 " corsets				4 00
" 10 pr. shoes		@ 1 50		15 00
" 108 " "		2 00		216 00
" 71 " gents' boots		5 50		390 50
" 300 " Huzen shoes		3 75		1,125 00
" 5 " boots		3 00		15 00
" 219 " Huzen shoes, L. 2		2 75		602 25
" 10 " job lot		50		5 00
" 12 " "		50		6 00
" 15 " "		50		7 50
" 10 " "		1 00		10 00
" 10 " "		1 10		11 00
" 12 " "		1 12½		13 50
" 8 " "		35		2 80
" 8 " "		75		6 00
" 10 " "		50		5 00
" 12 " "		60		7 20
" 10 " "		35		3 50
" 10 " "		60		6 00
" 10 " "		60		6 00
" 12 " "		1 00		12 00
" 8 " "		1 00		8 00
" 7 " "		40		2 80
" 10 " "		50		5 00
				$2,584 55
" 7 " misses' shoes		50		3 50
" 7 " " "		75		5 25
" 1 box cloth "	(10 pr.)	1 10		11 00
" 11 pr. ladies' "		87½		9 62
" 7 " miss. "		1 25		8 75
" 5 " " "		1 00		5 00
" 12 " " "		1 37½		16 50
To 12 pr. miss. shoes		95		11 40
79 " 6 " misses' shoes		1 10		6 60
" 11 " " "		1 00		11 00
To 10 pr. misses' shoes		1 25		12 50
" 8 " " "		1 50		12 00
" 10 " " "		1 62½		16 25
" 12 " " "		87½		10 50
" 12 " " "		95		11 40
" 8 " " "		1 10		8 80
" 7 " " "		1 10		7 70
" 11 " " "		1 25		13 75
" 9 " " "		1 00		9 00
" 9 " " "		1 37½		12 38
" 3 " " "		1 25		3 75

To 7 pr.	misses' shoes	@ 1 37½		9 62
" 6 "	" "	1 37½		9 25
" 1 job lot	" "			3 00
" 8 pr.	" "	75		6 00
" 12 "	" "	1 12½		13 50
" 12 "	" "	95		11 40
				$259 42
" 12 "	shoes	1 25		15 00
" 12 "	"	1 00		12 00
" 7 "	"	60		4 20
" 12 "	"	1 12½		13 50
" 8 "	"	1 12½		9 00
" 71 boxes	furnishing goods			233 20
" 131 shirts,	furnishing goods			125 00
" 24 "	" "			9 60
" 6 boxes	ruffling			19 00
" 56	corsets			40 30
" 6 p's	sheeting			58 70
" 42 "	calico			126 70
" 9 "	gingham			22 50
" 1 "	linen			1 25
" 1 box	lace collars			20 00
To 1 box	gloves			12 00
80 " 1 "	purses			18 00
" 1 "	silk ties			13 00
To 1 p's	table linen			30 00
" 1 " "	"			29 25
" 54 box	collars			27 00
" 1 "	napkins			2 00
" 10 box	h'dk'fs			10 00
" 1 "	"			1 50
" 3 "	gloves			3 00
" 7 "	"			5 25
" 12 "	scarfs			12 00
				$882 95
" 7 "	ties			7 00
1 "	trimming			2 00
1 "	"			75
16 "	suspenders, @ 75			12 00
15 pr.	socks			15 00
125 boxes	½ hose			125 00
2 "	vests			6 00
3 "	underwear			2 25
2 "	drawers			7 00
1 "	"			1 00
1 "	undershirts			3 00
15 rolls	silecia			15 00

To 10 p's crash				10 00
1 pr. drawers				2 00
73 boxes thread		@	40	29 20
378 doz. "			50	193 50
5 rolls Holland			2 50	12 50
2 boxes wad-ing			60	1 20
27 corsets			25	6 75
9 "			75	6 75
7 boxes socks & wraps			3 50	24 50
2 box- la. coats, 1.00, 2.00; 1 box wraps, 2.00				4 00
1 " shawls, 5.00; 1 box shawls, 3.00				8 00
1 " hoods, 3.00; 1 box hoods, 2.00				5 00
				$499 40
81 To 1 box wraps				4 50
" 3 " nubias, @ 4.50				13 50
To 2 boxes coats				6 00
" 1 bolt W. proof				4 60
" 1 " "				12 00
" 1 " "				7 00
" 1 " "				3 50
" 1 " "				4 50
" 1 " "				10 00
" 1 " "				2 00
" 1 " "				4 00
" 1 " "				6 00
" 1 " "				20 00
" 1 " "				8 00
" 1 " "				10 00
" 3 rugs				3 00
" 1 case hats				18 50
" 45 doz. thread			50	22 50
" 3,600 yds. calico			5	180 00
" 500 " pique			10	50 00
" 250 " cretonne			12½	31 25
" 24 corsets			65	15 60
" 16 "			90	14 40
" 24 hats			75	18 00
" 11 "			75	8 25
" 3 "			75	2 25
" 6 "			75	3 50
" 20 "			50	10 00
				$491 95
" 7 gents' suits, lot 5101			21 00	147 00
" 7 " " " 5100			21 00	147 00
" 11 " " " 5198			11 00	121 00
" 2 " " " 5228			7 00	14 00
" 1 " " " 5202				7 00

To	9 gents' suits, lot 5136			@ 7 50		67 50
	To 9 gents' suits, lot 5118			7 25		62 25
82	" 8 suits gent's clothing, lot 5086			17 50		140 00
	" 6 " " " 5046			18 50		111 00
To	5 suits gent's clothing, lot 5030			15 00		75 00
"	1 " " " 3127					21 00
"	1 " " " 3202					21 00
"	5 " " " 2301			18 50		92 50
"	3 " " " 3231			18 50		55 50
"	6 " " " 5099			13 50		81 00
"	3 coats & vests, " 3260			18 50		55 50
"	11 suits gent's clothing, " 3183			10 50		113 25
"	6 " " " 2524			13 00		78 00
"	6 " " " 5084			17 00		102 00
"	6 " " " 5051			8 00		48 00
"	6 " " " 3187			16 00		96 00
"	8 " " " 3247			14 00		112 00
"	3 " " " 3145			10 50		31 50
"	9 " " " 5007			16 00		144 00
"	8 " " " 5103			14 50		120 00
"	7 " " " 5067			12 50		87 50
"	5 " " " 5066			12 00		60 00
						$2,202 50
"	2 " " " 5003			7 50		15 00
"	12 " " " 5125			9 50		114 00
"	8 " " " 5128			12 00		96 00
"	6 " " " 5135			8 00		48 00
"	8 " " " 5160			7 50		60 00
"	2 " " " 5010			12 50		25 00
"	9 " " " 2528			11 00		99 00
"	6 " " " 5104			25 00		126 00
"	1 " " " 5183			19 00		19 00
"	4 pr. pants			5 00		20 00
"	10 "			1 60		16 00
"	8 "			1 10		8 80
"	1 "			2 10		1 00
"	23 "			2 10		48 30
	To 12 pr. pants			5 00		60 00
83	" 12 "			5 50		66 00
	" 11 "			3 25		35 75
To	3 pr. pants			5 50		16 50
"	12 "			3 00		36 00
"	12 "			5 50		66 00
"	13 "			5 75		88 25
"	21 "			5 50		115 50
"	8 "			5 50		44 00
"	12 "			4 50		50 00
"	11 "			4 00		44 00

To 11	pr. pants	@ 4 75		46 75
" 5	"			3 00
				$1,367 85
" 1	"			50
" 2	"		40	80
" 5	"		90	4 50
" 4	"		80	3 20
" 6	"		75	4 50
" 6	"		95	5 70
" 4	"		1 12½	4 50
" 5	"		85	4 25
" 2	"		2 00	4 00
" 1	"			1 65
" 3	"		1 10	3 30
" 2	"		2 87½	7 75
" 2	"		2 10	4 20
" 6	"		2 00	12 00
" 2	"		1 12½	2 25
" 4	"		2 10	8 40
" 1	"			2 75
" 3	"		3 12½	9 38
" 2	"		4 00	8 00
" 6	"		2 25	13 50
" 3	"		2 90	8 70
" 7	"	job lot	2 00	14 00
	To 4 p'r	pants, job lot	1 75	7 00
84	" 7	" "	2 00	14 00
	" 1	" "		3 88
To 1	pr. pants, job lot			3 00
" 20	"	"	1 87½	37 50
				$193 21
" 25	jeans suits		2 50	62 50
" 11	" coats		2 25	24 75
" 4	" suits		6 50	26 00
" 2	" "		4 00	8 00
" 6	" "		2 25	13 50
" 5	" "	lot 5087	6 50	32 50
" 5	" "	" 5060	5 50	27 50
" 7	" "	" 5145	5 50	38 00
" 5	" "	" 5061	2 25	11 25
" 7	" "	" 5133	18 00	126 00
" 9	" "	" 5094	14 00	126 00
" 8	" "	" 7864	9 50	60 00
" 12	" "	" 5184	9 00	108 00
" 9	" "	" 5129	10 50	94 50
" 7	" "	" 5171	10 50	73 50
" 6	" "	" 5048	7 50	45 00

To 8 jeans suits, lot 5112	@ 18 00		144 00
" 17 boxes gloves			43 00
" 10 " "			13 00
" 9 " ties, pocket-books, &c.			39 00
" 1,600 yds. check		7½	120 00
" 63 corsets			22 30
" 40 boxes suspenders, &c.			39 00
" 68 yds. domestic			31 35
" 31 bolts jeans & cot.			266 70
" 1 " water-proof			16 00
" 109 corsets			81 75
			$1,693 10

85	To 11 bolts jeans			56 00
	" 9 " cotton flannels			26 50
To 3	bolts sheeting			16 00
" 13	" domestics			34 90
" 14	" asnaburgs			42 00
" 1	" linning			1 40
" 2	" drilling			6 00
" 17	" domestic			34 00
" 300 yds.	bed-ticks	@	12½	62 50
" 50	" hickory		9	4 50
" 7	companions		1 00	7 00
" 7	"		75	5 25
" 37	"		35	12 85
" 9	"		40	3 60
" 1,564 yds.	flannels			545 73
" 50	corsets			68 50
" 3	box- thread			2 00
" 1 "	shoes			12 00
" 2	cases thread			64 00
" 2	hats	@	75	1 50
" 5	"		2 50	12 50
" 1	"			75
" 2	"			2 00
" 6	"		87½	5 25
" 2	"		2 25	4 50
" 8	"		2 25	18 00
" 24	"		1 00	24 00
				$1,023 23

86	To 6 hats, @ —, 6.00; 10 hats, 2.75, 27.50	33 50
	" 2 " 75, 1.50; 1 " .25; 12 hats, 1.50, 18.00	19 75
To 14	hats, @ .75, 10.50; 24 hats, .21, 5.04	15 54
" 6	" .65, 3.90; 2 " .87½, 1.75	5 65
" 27	boxes shirts	86 95
" 5	hats, 2.75, 13.75; 5 hats, 3, 15.00	28 75

To 2 hats, 3.50, 7.00; 3 hats, 3.00, 9.00	16 00
" 1 " 3.00; 1 hat, 3.50	6 50
" 5 " 1.75, 8.75; 6 hats, 2.50, 15.00	23 75
" 4 " 3.50, 14.00; 6 boys' caps, .37½, 2.25	16 25
" 4 " 1.50, 6.00; 10 " " .17, 1.70	7 70
" 3 " 2.00, 6.00; 3 hats, 2.75, 8.25	14 25
" 2 " 2.75, 5.50; 6 " 1.75, 10.50	16 00
" 2 men's caps, 1.00	2 00
	$292 59
" 6 " " .30	1 80
" 2 hats, .75, 1.50; 3 hats, 1.00, 3.00	4 50
" 5 " 3.50, 17.50; 3 hats, 1.25, 3.75	21 25
" 4 " 2.25, 9.00; 5 " 1.00, 5.00	14 00
" 2 " 1.00, 2.00; 3 " 1.25, 3.75	5 75
" 57 shirts, .60, 34.20; 60 shirts, .60, 36.00	70 20
" 35 " 1.00, 35.00; 27 " .75, 20.25	55 25
" 9 " 1.00	9 00
" 3 " 1.00	3 00
" 28 " 1.15	32 20
" 12 " .90	10 80
" 45 " 1.25	56 25
" 7 " 1.00	7 00
" 5 " .25	1 25
" 6 " .50	3 00
" 20 " .75	15 00
" 6 " .50	3 00
" 12 " .65	7 80
" 5 " .25	1 25
" 2 " .75	1 50
" 4 hats, 1.50	6 00
	$329 80
87 To 3 hats, 1.00, 3.00; 7 boys' caps, @ .17, 1.19	4 19
" 8 " 1.00, 8.00; 2 boys' caps, .50, 1.00	9 00
To 6 hats, 1.00, 6.00; 7 " " .75, 5.25	11 25
" 2 " 1.00, 2.00; 3 hats, 1.25, 3.75	5 75
" 2 " 1.50, 3.00; 4 " 2.00, 8.00	11 00
" 3 " 1.00, 3.00; 6 " 1.00, 6.00	9 00
" 6 " .50, 3.00; 43 shirts, .60, 25.80	28 80
" 4 shirts, .30, 1.20; 17 shirts, .75, 12.75	13 95
" 11 " 1.00, 11.00; 69 " .50, 34.50	45 50
" 14 chambers, @ .10	1 40
" 60 shirts, 1.00	60 00
" 19 hats, 2.00	38 00
" 18 " 1.50	27 00
" 6 " 1.00	6 00
" 3 " 1.75	5 25
" 3 " .50	1 50

To 195 hats		395 00
" 9 " .75		6 25
		678 84
To 3 hats, .75, 2.25; 2 hats, 1.75, 3.50		5 75
" 2 " 2.00, 6.00; 4 " .75, 3.00		9 00
" 2 " 2.00, 4.00; 5 " .50, 2.50		6 50
" 6 " .75, 4.50; 3 " 1.00, 3.00		7 50
" 2 " 2.00, 4.00; 2 " .40, .80		4 80
" 5 " .40, 2.00; 2 " 1.50, 3.00		5 00
" 4 " .50, 2.00; 2 " 1.75, 3.50		5 50
" 5 " .50, 2.50; 2 " 2.00, 4.00		6 50
" 3 " .50, 1.50; 4 " .25, .75		2 25
" 6 " .75, 4.50; 7 " .50, 3.50		8 00
" 6 " .25		1 50
" 6 " .60		3 60
" 2 " .45		90
" 3 " .65		1 95
" 4 " .50		2 00
" 2 " 2.00		4 00
" 3 " .75		2 25
		$75 00
88 To 11 hats, .75, 8.25; 3 hats, @ 1.00, 3.00		11 25
" 132 hds. thread, .19, 25.08		25 08
To 1 trunks, hoops, &c		5 00
" 4 L. glasses, .40, 1.60; 4 looking-glasses, .25, 1.00		2 60
" 3 " .25, .75; 1 " " " .25		1 00
" 10 baskets, .30		3 00
" 106 hats, for		97 55
" 3 looking-glasses, .75		2 25
" 6 boys' overcoats		30 00
" 5 " suits		30 00
" 9 men'- O. coats, 45.00; 4 men'- O. coats, 28.00		73 00
" 4 " 14.00; 1 " 25.00		39 00
" 2 " 12.00; 2 " 28.00		40 00
" 1 " 14.00; 2 " 12.00		26 00
" 1 " 15.00; 2 " 28.00		43 00
" 3 " 21.00; 7 " 65.00		86 00
" 2 " 6.50; 6 " 12.00		18 50
		$533 18
" 5 " 15.00; 3 " 24.00		39 00
" 9 " 136.00; 13 " 91.00		227 00
" 6 " 78.00; 6 " 66.00		144 00
" 6 " 15.00; 10 " 8.00		23 00
" 5 " 45.00; 6 " 84.00		129 00
" 6 " 24.00; 5 " 17.50		41 50
" 3 " 21.00; 7 " 21.00		42 00

To 1 men'- O. coats, 4.00; 4 men'- O. coats, 20.00			24 00
" 8 " 88.00; 6 coats & vest-, 90.00			178 00
" 6 knit jackets, 3.00; 2 " 14.00			17 00
" 41 dusters			30 75
" 3 p'c's linen			4 00
" 3 boxes muslins			18 00
" 5 suits boys' clothes, 2.75			13 75
" 12 " " 4.75			57 00
" 8 " "			22 00
" 5 " " 5.50			27 50
			$1,037 50.
89 To 7 boys' suits	@	4 75	33 25
" 11 "		2 75	30 25
To 12 boys' suits		4 75	57 00
" 29 coats, for			101 50
" 29 overalls			14 50
" 12 suits		4 75	57 00
" 14 "		4 75	66 50
" 9 "		2 75	24 75
" 1 "			4 75
" 1 "			5 75
" 85 boxes thread		40	34 00
" 1 suit			6 50
" 1 "			5 25
" 5 "		4 75	23 75
" 1 "			4 75
" 1 "			6 50
" 6 "		4 75	28 50
" 6 "		7 00	42 00
" 12 "		6 25	75 00
" 6 "		4 75	28 50
" 10 "		4 75	47 50
" 6 jackets			3 00
" 1 suit			7 50
" 1 "			4 75
" 3 "		7 00	21 00
" 1 "			3 75
" 4 "		5 50	22 00
			$759 00
" 12 sacks		75	9 00
" 1 suit clothes			6 50
" 3 "		3 75	11 25
" 6 "		7 50	45 00
" 1 "			7 50
" 1 "			4 75
" 7 "		4 75	33 25
" 12 jackets		80	9 60

90	To 8 suits clothes, @ 6.25	50 00
	" 7 " " " 7.00	49 00
	To 16 suits clothes, @ 2.75	44 00
	" 13 " " " 6.75	87 75
	" 2 " " " 7.00	14 00
	" 17 " " " 4.50	70 00
	" 22 caps, @ .25	5 50
	" 38 vests " 1.00	38 00
	" 14 suits clothes, @ 2.75	38 56
	" 12 hats, .25, 3.00; 12 suits, 4.00, 48.00	51 00
	" 1 " .50; 20 coats and vests, 3.00, 60.00	60 50
	' 1 vest, 1.00; 34 prs. pants, 1.25, 42.50	43 50
	" 3 hats, 4.50; 7 hats, 3.50	8 00
	" 3 hats, 1.50; 5 hats, 2.50	4 00
		$710 60
	" 7 caps	1 00
	" 50 prs. pants, 1.75	87 50
	" 2 hats	75
	" 22 prs. pants, 2.00	44 00
	" 5 hats, 4.50; 3 hats, 1.50, 4.50	9 00
	" 12 suits, 5.50, 66.00; 6 pr pants, 3.00, 18.00	84 00
	" 11 pr. pants, 1.25, 13.75; 5 pr. pants, 5.00, 25.00	38 75
	" 6 shirts, .25, 1.50; 36 shirts, .13, 5.40	6 90
	" 39 box shirts, 39.00: 3 box shirts, 6.00	45 00
	" 4 " " 4.00; 19 " drawers, 1.50, 28.50	32 50
	" 22 pr. pants, 3.50, 77.00; 21 pr. pants, 3.00, 63.00	140 00
	" 2 hats, 1.50, 3.00; 2 hats, 4.50, 9.00	12 00
	" 10 pr. pants, 5.00	50 00
	" 5 pr. pants, 4.00	20 00
	" 24 hats, .50	12 00
	" 18 prs. shoes	18 00
	" 2 " S. shoes	15 00
	" 1 coat	2 50
	" 1 overcoat	17 50
		$616 40
91	To 1 coat & vest, 15.00; 1 coat & vest, @ 2.50	17 50
	" 1 " 8.00; 1 " " 15.00	23 00
	To 1 coat & vest, 5.00; 1 coat & vest, @ 10.00	15 00
	" 1 " 3.50; 1 " " 4.50	8 00
	" 1 " 6.50; 1 " " 4.50	11 00
	" 1 " 15.00; 1 " " 10.00	25 00
	" 1 " 7.50; 1 " " 10.50	18 00
	" 1 " 6.00; 1 " " 4.50	10 50
	" 1 " 5.00; 1 " " 17.50	22 50
	" 1 " 9.00: 1 " " 8.00	17 00
	" 1 pr. pants, 2.25, 9.00; 2 prs. pants, 4.00, 8.00	17 00
	" 15 white vests	12 00

To 4 prs. pants		3 00
" 7 coats		7 00
" 1 trunk (M. T.)		4 00
" 1 " "		1 00
		$212 00
" 1 trunk, 4.00; 1 trunk, 1.00		5 00
" 1 " 1.00; 1 " 4.00		5 00
" 1 "		75
" 1 lot cloaks		50 00
" 1 pr. pants, 2.00; 1 pr. pants, 4.00		6 00
" 1 " 2.25; 1 " 3.50		5 75
" 1 " 5.00; 1 " 3.50		8 50
" 1 " 4.50; 1 " 4.50		9 00
" 1 " 4.50; 1 " 5.00		9 50
" 1 " 6.50; 1 " 5.50		12 00
" 1 "		5 00
" 7 coats, 13.00		91 00
" 1 " (over)		7 00
" 1 " "		7 00
" 1 " "		10 00
" 1 pr. pants		5 00
		$256 50
92 To 31 p'c's stripes		97 65
" 18 " canton flannel, 900 y., @ 10c.		90 00
To 7 p'c's sheeting		75 20
" 11 trunks		37 00
" 41 p'c's ticking		175 00
" 1 " white jeans, 47 y., @ .15		7 05
" 7 " "		80 00
" 5 blankets		1 25
" 2 boxes boots		7 00
" 36 p's jeans		432 00
" 3 b'x's shoes		15 00
" 2 bales yarn		2 00
" 7 pa. wool yarn		1 70
" 1 lot letter paper		3 00
" 1 lot whips, &c.		2 50
" 1 ps. A. cloth		3 00
" 1 carpet		2 00
" 14 shuck collars, @ .20		2 80
" 1 box rubber boots		10 00
" 1 show-case		50
" 1 case boots, 12 pr., 1.50		18 00
" 1 " 12 " 1.50		18 00
" 1 " 12 " 1.50		18 00
" 2 " 24 " 1.00		24 00

To 1 ceder chest & contents	75 00
" 8 trunks "	32 00
" 10 " "	15
	$1,244 65
" 7 set wagon breeching	21 00
" 19 bridles, @ .75	14 25
" 1 side saddle	3 50
" 1 "	2 00
" 1 "	5 00
" 1 " 2.00; 1 side saddle, 2.00	4 00
" 1 " 2.00; 1 " 3.50	5 50
To 1 side saddle, 2.50; 1 side saddle, 5.00	7 50
93 " 1 " 4.50; 1 S. sad., 3.00	7 50
" 1 "	6 00
To 1 lot stirip leathers	3 00
" 1 " girths	75
" 12 p's hickory	45 00
" 9 " ticking	32 40
" 1 ream paper	75
" 1 p's jeans, 40 y., .15	6 60
" 2 p's cot. flannel	8 00
" 1 bale domestic	50 00
" 1 case boots	15 00
" 4 p's stripes, 180 y., 8c	14 40
" 1 " jeans, 40 y., .15	6 00
" 10 set hames, 4.00	40 00
" 19 bolts dontestic, 760 y., 5	38 00
" 7 " quilt lin'g	8 40
	$344 05
" 12 set hames, @ 6.00	72 00
" 3 " 7.00	21 00
" 3 " 7.50	22 50
" 3 " 11.00	33 00
" 4 " 6.00	24 00
" 1 "	10 00
" 1 "	5 00
" 2 " 8.00	16 00
" 2 " 7.00	14 00
" 21 bales —, 945 y., 5	47 25
" 1 trunk, 2.00; 2 trunks, 10.00	12 00
" 2 " & contents	15 00
" 1 bolt domestic, 525 y., 8	42 00
" 385 yds. cot.	20 00
" 150 " jeans	10 00
" 1 bolt dom.	50 00
" 11 box- soap	1 00
" 23 bot. cologne	25 00

	To 10 box. en	3 00
94	" 14 " pins	4 00
	" 1 lot buttons	2 50
To	11 trunks	2 50
"	3 pr. drawers	1 00
"	11 tr'ks	3 00
"	box- H. & E.	1 00
"	6 bu. carpet binding	1 00
		$466 75
"	6 saddles	10 00
"	2½ ream- paper	1 50
"	4 box- pins	1 50
"	8 journals	4 00
"	12 day-books	1 00
"	36 memorandas	1 00
"	8 pr. saddle-bags, 2.00	16 00
"	10 pr. drawers	4 00
"	1 bed	2 00
"	12 pr. corsets	2 25
"	3 saddles	4 50
"	4 pr. wag. benching	6 00
"	21 box- shoes	104 00
"	11 p's jeans	120 00
"	1 lot saddles	223 00
"	30 p's domestic, 900 yds., 5	45 00
"	18 " asnaburgs, 720, 7	51 40
"	24 bridles	18 00
"	4 p's drills, 160 y., 7	11 20
"	1 lot reins, &c.	5 00
"	2 pr. buggy lines	2 00
"	1 job — knit goods	6 00
"	1 box umbrellas	30 00
"	12 p's asnaburgs, 384 y., 8	30 72
"	58 b'lt domestic, 3,190 yds., 7	223 30
"	1 lot bug. whips	20 00
"	1 box spring clothing	200 00
		$1,143 37
95	To 1 box spring clothing	200 00
	" 12 chairs, 3.00; 4 sacks, .40	3 40
To	24 skirts, 8	1 92
"	5 box- boots, 60 pr. @ .30	18 00
"	6 " rubber shoes	35 00
"	94 doz. hose	47 00
"	11 " shirts, 33.00; 2 doz. shirts, 7.00	40 00
"	3 " " 6.00; 1 " drawers, 3.00	9 00
"	250 yds. domestic, 4½	11 25
"	1,600 yds. lawn, 6½	104 00

To 3,200 yds. cal., 4½		144 00
" 8 p's O. C., 1.00		8 00
" 8 cal. dresses		4 00
" 500 dress goods, 8		40 00
" 50 yds. satteen, .15		7 50
" 300 " pique, .10		30 00
" 400 " mes., 5		20 00
" 400 " ginghams, 6		24 00
" 4 p's goods		5 00
" 1 " lindsey		2 00
" 175 yds. lawn, .15		26 25
" 30 bu. thread		45 00
" 300 yds. lin-sey		30 00
" 30 shawls		27 00.
		$882 32
" 6 horse collars		3 00
" 11 box- gloves		11 00
" 1 lot halters		5 00
" 12 gum coats		12 00
" 12 tr'ks		9 00
" 1 lot ladies' dusters		10 00
" 1 " queensware		4 50
" 6 pr. stirips		90
" 1 lot fans		1 00
" 1 box hats		2 00
To 5 p's carpet		25 00
96 " 6 rolls A. C.		6 00
" 5 " matting		25 00
To 25 lamp chimneys		1 65
" 9 looking-glasses, 15c.		1 35
" 4 blankets, 2.00		8 00
" 23 " 1.50		34 00
" 1 lot hoopskirts		1 00
" 1 roll O. matting		1 50
" 200 p'ces bacon		14 00
" 53 hams		87 45
" 40 bbls. flour, old, 2.00		80 00
" 9½ " mackerel, 5.00		45 00
" 31 " pork, 9.00		279 00
" 43 kits mackerel, .75		32 25
" 6 kegs " 2.25		13 50
" 31 " " .75		23 25
		$666 85
" 25 gal. molas-es, @ .40		10 00
" 1 oil tank		5 00
" 25 gal. molas-es, .50		12 50
" 20 " cook. oil		10 00

To 30 sacks coffee		390 00
" 15 " "		189 00
" 1 " "		17 00
" 1 vinegar bbl.		2 00
" 10 sa-ks coffee		145 20
" 1,560 lbs. "		140 40
" 2,700 " lard, 8		216 00
" 30 " tea		15 00
" 100 " rice, 6		6 00
" 390 " coffee, .12	}	88 80
" 350 " " .12	}	
" 10 box- blacking		10 00
" 1 " dippers		1 00
" 1 " curry-combs		75
To 1 lot horse brushes		2 00
97 " lot girths		1 00
" 1 box shoe-polish		50
To 550 lb coffee, 8		44 00
" 2 cases axle-grease, 1.75		3 50
" 12 b'nch- cot. ties, 1.30		15 60
" 2½ bbl-. f-our, 3.00		6 00
" 7 " " 2.75		19 25
" 11 " " 1.50		25 50
" 15 " " 2.00		30 00
		1,406 00
" 4½ bbl-. flour, 2.00		8 00
" 6 " " 4.00		24 00
" 45 " " 6.00		270 00
" 16 " " 4.00		64 00
" 27 " " 5.50		148 50
" 16 " " 6.50		104 00
" 21 " " 6.00		126 00
" 19 " " 2.50		47 50
" 19 " " 3.75		71 25
" side shelves		175 00
" 4 box- starch, 164 lb		6 00
" 19 sack- shot		36 00
" 50 lb spice, .15, 7.50; 50 lb pepper, .15, 7.50		15 00
" 200 lb sugar, 8		16 00
" 150 lb " 8		12 00
" 35 lb kegs nails, 3.30		122 50
" 1 show-case & contents		13 00
" 4 pr. scales		45 00
" 3 cases soap		12 00
" 3 locks, H. N.		30
" 7 cases sardines, 7		49 00
" 50 lb rope, .10		5 00
" 1 case shot		3 00
" axes		9 00

To 4 cases pep. salm., .65	2 60
" 4 " salmon	6 50
	$1,392 25
98 To 1 bbl. yeast powders	10 00
" 112 lbs. soda, 4	4 48
To 1 piece rope	1 50
" 26 box- soap, 3¼	84 50
" 1 case mack.	2 00
" 3 doz. wash-b'ds	3 00
" paper bags	4 00
" wrap-ing paper	3 00
" meal sacks	50 00
" 2 box- crackers, 1.00	2 00
" 6 doz. brooms, 2.00	12 00
" 1 box mucilege	1 50
" 3 doz. haas, 3.50	10 50
" 1 case peaches	2 00
" 4 doz. sifters, 1.00	4 00
" 1 case lye	2 40
" 4 " starch	6 00
" 1 box soap	2 50
" 1 case tar	1 50
" 75 lb sm'k. tobacco, .30	22 50
" 1 oil can	75
" 7 doz. blacking, .25	1 75
" 17 cedar buckets, .50	8 50
" 120 p'ds candles, .12½	15 00
" 7 case- matches, 5	35 00
" 48 doz. blacking, 25c.	12 00
" 2 cases potash, 2½	4 50
	$306 88
" 4 cases tomatoes, 1.75	7 00
" 1 pr. trucks	1 00
" 2 cases ink	3 50
" 20 " oysters, 1.75	35 00
" 3 " " 1.75	5 25
" 22 coils rope, 3.00	66 00
" 1 doz. W. buckets	1 50
To 10 box- tobacco, 20.00	200 00
99 " 14 " 10.00, 140.00; 2 bx. tobacco, 12.50, 25.00	165 00
To 6 bx. tobacco, 15.00, 90.00; 8 bx. tobacco, 14.00, 112.00	202 00
To 3 bx. tobacco, 12.50, 37.50; 2 bx. tobacco, 18.00, 36.00	63 50
To 10 bx. tobacco, 18.00	180 00
" 6 " R. R. snuff, 2.00	12 00

To 200 baggin-, .11		22 00
" 34 cases oysters, 1.25		42 50
" 8 " snuff, 8.00		64 00
" 1 oil-can		75
" 1 case snuff		10 00
" 6 " soda, 2½		15 00
" 8 " " 2½		20 00
" 9 " soap, 2.40		21 60
" 6 " " 3.60		21 60
" 4 " snuff, 3.75		15 00
" 1 lot matches		2 00
		$1,175 90
" 1 box toba		12 50
" 84 " (commission)		
" 6 bbl.		3 00
" 6 "		3 00
" 5 "		5 00
" 6 " .6.00; 6 bbl., 4.50		10 50
" 6 " 3.50; 4 " 3.00		6 50
" 6 " 3.00; 4 " 3.00		6 00
" 4 " 3.00; 6 " 6.00		9 00
" 6 " 6.00; 6 " 3.00		9 00
" 6 " 4.50; 6 " 3 00		7 50
" pr. lines, 1.00; 6 bridles, 4.50		5 50
" 6 bridles, 3.00; 6 " 3.00		6 00
" 6 " .65, 3.90; 6 pr. reins, .25, 3.00		6 90
" 1 pr. lines		1 25
" 9 halters, .25		2 25
" 4 bridles, .75		3 00
" 2 pr. lines, 1.00		2 00
		$981 20
100 To 3 pr. saddle-bags		3 00
" 12 bridles		6 00
To trace-chains		3 00
" whips		5 50
" stir-ups, &c.		2 50
" 18 single-trees		2 00
" 15 pr. hames, .25		3 75
" 1 crate queensware		43 00
" hoes & plows		5 00
" 2 pr. lines		2 00
" 3 bridles		1 50
" 1 "		50
" 2 horse collars		2 00
" 1 "		1 25
" 1 "		50
" 6 chandeliers & lamps		40 00

To 1 Hall's safe	125 00
" 1 desk	2 00
" 1 chromo	25
" 1 step-ladder	2 25
	$251 25
" 140 b'dl's ties, @ 1.30	182 00
" 124 plows, 2.00	248 00
" 180 s'k- oats, av. 4 bu.	288 00
" 22 roll- bagging, cable-cord, 1,100, 9	99 00
" 7 wagons, 45.00	315 00
" 7 bar'ls Y. C. sugar, 2,359, 8½	200 00
" 5 " fancy Y, 1,135, 8½	96 47
" 4 " S. S., 1,240, 8¾	108 50
" 3 " white, 900, 8¾	78 75
" 2 " W. O., 600, 8½	51 00
" 11 " " 3,300, 7½	247 50
" 378 b'dl's ties, 1.30	491 40
To 59 rolls bag., Orleans, 2,950, 9	265 50
	$2,671 63

101 *Recapitulation.*

1	224 80	
2	245 97	
3	228 08	
4	281 08	
5	877 51	
6	193 13	
7	517 26	
8	507 53	
9	442 60	
10	457 47	
11	1,204 70	
12	215 82	
13	692 50	
14	450 00	
15	1,106 50	
16	705 00	
17	402 82	
18	523 43	
	107 89	
		9,484 09
	62 41	
	58 57	
	60 16	
	57 96	
	813 96	
	2,584 55	
	259 42	

	882 95	
	499 40	
	491 75	
	2,202 50	
	1,367 85	
	193 21	
	1,693 10	
	1,073 23	
	292 59	
102	329 80	
	678 84	
	75 00	
	533 18	
		23,694 62
	1,037 50	
	759 00	
	710 60	
	616 40	
	212 00	
	256 50	
	1,244 65	
	344 05	
	466 75	
	1,143 37	
	882 32	
	666 85	
	1,406 00	
	1,392 25	
	306 88	
	1,175 90	
	291 25	
	2,671 63	
Grand total		39,337 42

The above pages of sheriff's return according to his original returns.

103 And on the 17th day of December, the same being the first day of the regular December term, 1884, of the court aforesaid, the following order — proceeding- were had in the above case, in these words & figures, to wit:

Order of Removal to U. S. D. Court.

WM. H. LYON & Co. } 811.
vs.
LAKE & AUSTIN.

Attachment.

It appearing to the satisfaction of the court upon the petition of plaintiff that they are non-residents of the State — Mississippi,

and that they are residents of the State of New York, and that the defendants are citizens and residents of the State of Mississippi, and that the amount in controversy exceeds, exclusive of the cost, the sum of five hundred dollars, it is therefore ordered by the court that said cause be remanded to the United States district court in & for the northern district of Mississippi, and that a certified copy of all the papers and orders in said cause be made out by the clerk of this court and forwarded to the clerk of the United States district court on or before the first day of the next regular session, bond and security having been given according to law.

STATE OF MISSISSIPPI, *Grenada County:*

I hereby certify that the foregoing 44 pages and 61 — of
104 Schedule "A," making one hundred & five pages, contains a full, true, and perfect transcript of the papers, together with the proceedings had by the circuit court of Grenada county, State of Mississippi, at the December term thereof, A. D. 1883, as the same appears of record and on file in my office.

Witness my hand and seal of office this 26th day of May, A. D. 1884.

W. B. DAVIS,
Clerk of Circuit Court of Grenada County.

Recapitulation.

1. Caption minutes circuit court, Dec'r term, 1883.
2. Affidavit in attachment.
3. Attachment bond.
4. Writ of attachment.

Sheriff's return.
Schedule "A."
Schedule "C."
Schedule B. Not with papers returned to circuit court from Oxford by U. S. D. court clerk.
Indemnifying bond of plaintiffs.
Bond — W. S. Lake claiming exempt property.
R. P. Lake'-, claimants', affidavit.
Indemnifying bond of plaintiff- for live stock named in Schedule B, &c.
Bond of R. P. Lake, claimant, &c.
Indemnifying bond of plaintiffs.
105 Affidavit of B. C. Jarsell, claimant.
Affidavit of A. C. Hebron, ag't for Adams, Buck & Co.
Affidavit of A. C. Hebron, ag't for Hall & Haywood, claimants.
Affidavit of A. C. Hebron, ag't for Elsas, May & Co., claimants.
Bond of Adams, Buck & Co.
Affidavit of A. C. Hebron, ag't for Johnson, Sutton & Co., claimants.
Affidavit of Hebron, assignee & claimant.
Bond of Johnson, Sutton & Co., claimants, to Lyon & Co.
Agreement — att'ys for defendants.

Plea in abatement.
Petition for removal to U. S. D. court.
Bond for removal.
Order of removal:
Cost bill.
Certificate of transcrip-.

Bill of Cost, State Court.

W. H. LYON & Co. } No. 811.
vs.
LAKE & AUSTIN.

Total am't clerk's cost	$28 82
" " justice of peace	50
" " sheriff's	30 50
Grand total	$39 82

(Record in Lyon case:) "Filed (as case in this court) 27 day of May, 1884.

G. R. HILL,
Cl'k U. S. Dist. Court."

106 And also the following writs of garnishment, with returns thereon, all in these words and figures, viz:

"The President of the United States to the marshal of the northern district of Mississippi, Greeting:

Whereas judgment was rendered in the district court of the United States for the western division of the northern judicial district of Mississippi on the 20th day of December, 1883, in favor of Johnson, Sutton & Co., plaintiffs, against W. S. Lake and F. R. Austin, defendants, for the sum of $3,300.76 & costs, and the plaintiffs having suggested that J. L. Morphis, U. S. marshal, and G. R. Hill, clerk of said court, are indebted to or hold effects of said defendants in their hands or possession, and having filed the — required by law:

You are, therefore, commanded to summon the said J. L. Morphis and G. R. Hill to be and appear before the district court of the United States for the western division of the northern judicial district of Mississippi, at the court-house, in the town of Oxford, on the first Monday of June, 1884, then & there to answer as garnishees whether they are indebted to the said defendants and in what sum, and what effects of said defendants are in their hands or possession or had at the time of serving this summons, and whether they know of any other persons indebted to said defendants, or who may have any of the effects of said defendants in their hands or possession.

Witness the Hon. R. A. Hill, judge of said court, and the
107 seal thereof, at Oxford, the first Monday in December, A. D. 1883, and of the Independence of the United States the 107 —.

Issued Dec. 20, 1883.

[L. S.] G. R. HILL. *Clerk.*

Executed Dec. 20, 1883, as to clerk; service acknowledged by marshal same day.

J. L. MORPHIS,
U. S. Marshal,
By S. M. HARVEY, *Deputy.*"

"The President of the United States to the marshal of the northern district of Mississippi, Greeting:

Whereas judgment was rendered in the district court of the United States for the western division of the northern judicial district of Mississippi on the 20th day of December, A. D. 1883, in favor of R. Walter & Co., plaintiffs, and against W. S. Lake and F. R. Austin, defendants, for the sum of $6,300.76 and costs, and the plaintiffs having suggested that J. L. Morphis, U. S. marshal, and G. R. Hill, clerk of said court, are indebted to or hold effects of said defendants in their hands or possession, and having filed the — required by law:

You are, therefore, commanded to summon the said J. L. Morphis and G. R. Hill to be and appear before the district court of the United States for the western division of the northern judicial district of Mississippi, at the court-house, in the town of Oxford, in said district, on the first Monday of June, 1884, then and there to answer as garnishees whether they are indebted to the said defendants and in what sum, and what effects of said defendants are in their hands or possession or had at the time of serving the summons,
108 and whether they know of any other person indebted to said defendants or who may have any of the effects of said defendants in their hands or possession.

Witness the Hon. R. A. Hill, judge of said court, and the seal thereof, at Oxford, in said district, the first Monday in December, A. D. 1883, and the 107 — of the Independence of the United States.

Issued the 20th day of Dec. 1883.

[L. S.] G. R. HILL, *Clerk.*

Executed Dec. 20th, 1883, as to clerk; service acknowledged by marshal.

J. L. MORPHIS,
U. S. Marshal,
By S. M. HARVEY, *Deputy.*"

"The President of the United States" to the marshal of the northern district of Mississippi, Greeting:

Whereas judgment was rendered in the district court of the United States for the western division of the northern judicial district of Mississippi on the 20 day of December, A. D. 1883, in favor of Adams Buck & Co., plaintiffs, and against W. S. Lake and F. R. Austin, defendants, for the sum of $853.75 & costs, and the plaintiffs having suggested that J. L. Morphis, U. S. marshal, and G. R. Hill, clerk of said court, are indebted to or hold effects of said defendants in their hands or possession, and having filed the — required by law, you are, therefore, commanded to summon the said

J. L. Morphis and G. R. Hill to be and appear before the district court of the United States for the western division of the northern judicial district of Mississippi, at the court-house, in the town
109 of Oxford, in said district, on the first Monday of June, 1884, then & there to answer as garnishees whether they are indebted to the defendants and in what sum; and what effects of said defendants are in their hands or possession or had at the time of serving this summons, and whether they know of any other persons indebted to said defendants or who may have any of the effects of said defendants in their hands or possession.

Witness the Hon. R. A. Hill, judge of said court, and the seal thereof, at Oxford, in said district, the first Monday of December, A. D. 1883, and the 107 — of the Independence of the United States.

Issued the 20 day of December, 1884.

[L. S.] G. R. HILL, *Clerk.*

Executed Dec. 20th, 1883.

J. L. MORPHIS,
U. S. Marshal.
By S. M. HARVEY,
Deputy Mar."

And also the following original testimony, which, by consent of all parties, was taken down b- a short-hand reporter duly sworn by the court, which was agreed should be a part of the record herein, in these words, viz:

J. L. MORPHIS, being first duly sworn, deposed as follows:

Direct examination by Judge CALHOUN:

Q. Examine that special deputization. Are you the marshal of this northern district of Miss.?

A. Yes, sir.

110 Q. Did you sign that deputization?

A. I signed these six.

Q. Did you sign it as it now stands?

A. There was a blank when I signed it.

Q. Whose handwriting is "R. N. Hall," that is erased.

A. I don't know, sir; it is not mine.

Q. Are you certain there was a blank there?

A. I think I am, sir. On Saturday night Mr. Sullivan came to my house after I had retired, and told me that he wanted a blank deputization on a writ of attachment to send to Grenada. I went out in the passage and had a little talk with him, I believe; put on some of my clothes, probably, and told him I didn't like to give a deputization; I'd like to send some regular deputy there. He told me that they had the writ, but didn't know whether they wanted to use it *on* then or a day or two afterwards. I told him if he would deputize a bonded officer I'd give him a blank deputization; he said he would deputize the sheriff of Grenada county if he could get him to serve, but the sheriff and his partner had had some mis-

understanding about the Lichtenstein attachment, but told me to come to his office as I started over to Aberdeen the next morning. Finally, Mr. Sullivan wrote a deputization on here and I signed it, and I think I am very certain that it was blank at the time, with the understanding that a bonded officer should be appointed. I says, Suppose Mr. Hall will not serve. He says, I'll get the town marshal; he's a bonded officer. I told him that with that understanding I would sign this blank deputization.

111 Q. If I understand you, then, you authorized Mr. Sullivan to appoint some bonded officer to levy that writ—any that he might see fit to select?

A. No; that was not the understanding. He first says, "I'll get R. N. Hall." I says, "Who is R. N. Hall?" He says, "He's the sheriff of Grenada county." He made the suggestion that he would serve, but he says if he'll not serve I will get the town marshal.

Cross-examination:

Q. Did you sanction and ratify the appointment of Mr. Ladd and his action as deputy marshal in this case?

A. I did, sir.

Q. Did you send down there—over there—one of your regular deputies to take charge of the property?

A. I did. I'll go a little further, Judge Calhoun, in regard to that. I said to Mr. Sullivan, as I said at the start, that I didn't like to give special deputations or anything of that sort, but if he got this executed and telegraphed me at Aberdeen that I'd send one of my regular deputies there at once. He telegraphed me from Grenada that he'd had it served. I then telegraphed to Memphis for Mr. Bryant to go down to Grenada at once. He telegraphed me, though, that it had been levied by Mr. Ladd. I telegraphed Bryant to go down and relieve Sauter. They were both regular deputies.

Q. Didn't Sauter get there the day of the levy?

A. Yes, sir; the second day of October.

112 Q. Your regular deputy went there the second of October, the same day, and took charge of the property as deputy marshal?

A. That was my understanding by telegraph.

Q. And you ratified all that was done in the premises?

A. Yes, sir; telegraphed Mr. Bryant to go there and relieve Sauter.

Q. Mr. Bryant and Sauter both went there?

A. Yes, sir.

Redirect examination:

Q. Could the deputy have left Memphis the second day of October and got out there that day?

A. He left there on the second of October; I don't recollect whether it was the second or third of October he left Memphis; Mr. Sauter went from here.

Q. How do you know that they got to Grenada on that day?

A. I don't know that, sir.

Recross-examination:

Q. Isn't it true that when the special deputization was applied for to you that it wasn't only stated that we might not want the writ served then for a day or two, but might arrange matters and not serve it at all?

A. Mr. Will Sullivan, when I stated that I would rather send a regular deputy, stated to me that there was a settlement then pending, or a settlement and arrangement, or something of the sort; that the matter might be settled, and they probably wouldn't want the writ served at all; I think he said Mr. Bickham had gone to settle the matter up.

113 SAM. LADD sworn:

Direct examination by Judge CALHOUN:

Q. Did you ever see that written deputization from Colonel Morphis, United States marshal, before?

A. Yes, sir; I think I have.

Q. What was its condition when you saw it—just as it stands now?

A. Yes, sir; as it stands now.

Q. Who delivered that to you?

A. Mr. Sullivan.

Q. Which Mr. Sullivan?

The witness points him out.

Q. Did he leave the paper with you?

A. Yes, sir.

Q. What did you do in pursuance of that paper being left in your hands?

A. Well, he first handed me the paper to do the work for him and we walked off together, and he wanted me to go in and do the work right away, and I asked for a little more time till I could see Col. Whitfield, and he came along in a few minutes, and I asked him what I should do about it; he said it was all right, to go ahead, and I went in the store and made the levy.

Q. Did you make the levy from beginning to end, & — completed?

A. I think I did, sir

Q. Look at the return and see if you didn't sign it.

Paper offered in evidence.

Q. Who wrote that?

A. Colonel Whitfield wrote this and I signed it.

114 Q. Look at the return on the first paper that I handed you; who wrote this?

A. I signed this.

Q. I'll ask you, now, whether the paper which you say was written by Mr. Whitfield—whether that wasn't fastened to that writ before that second was made up?

A. Yes, sir.

Q. When you deliver- it to the officer which one of these things was fastened to it?

A. The original paper.

Q. As you returned?

A. Yes, sir.

Q. Tell me why this came to be detached, and that other return, also signed by you, put on it?

A. I don't know, sir, how that came to be taken off; but this was brought to Grenada by Mr. Bryant afterwards, and he said that it was gotten up so bad—scratched and interlined so bad—that he made this copy and asked me to sign it.

Q. How long after you made that levy before you saw any regular deputy marshal of the United States?

A. After sundown the same day, I believe, I made the levy; Sauter came down on the evening train.

Q. You made the levy on what day? Refresh your recollection by that paper, and state.

A. I was under the impression that I made the levy on the second day, but it seems it has been scratched out.

Q. Then it was about sundown of the day you made the levy?

A. Yes, sir; after sundown he came where I was; I made the levy before sundown.

115 Q. You made the levy before he came?

A. Yes, sir.

Q. Who — kept in charge of it? Did you turn anything over to that special deputy, or did you stay in charge till Mr. Bryant came?

A. Mr. Sauter p-t me in charge until Mr. Bryant came down.

Q. Who was Mr. Bryant; also a deputy?

A. Yes, sir.

Q. How long after you made the levy before Mr. Bryant came down?

A. I think he came down on the third day after I made the levy.

Q. Then you turned the goods over to him, did you?

A. Yes, sir.

Q. Did you turn over then the writ and return and the goods to Mr. Bryant?

A. I don't think that I gave him the paper right away, but he was there.

Q. You turned the goods over to him?

A. Yes, sir.

Q. Did Mr. Bryant, the United States deputy marshal, state whether *whether* he had other writs of attachment when he came down and made other levies immediately?

A. It seems to me that he did, sir.

Q. What time on the second of Oct. did you made the levy; did you postpone it after you got the writ, or did you make it immediately?

A. I suppose I made the levy in twenty or thirty minutes after I received the paper.

Q. What time in the morning did you receive the paper?

116 A. I think about 8 o'clock.

Q. Do you know when these words, "Sam. Ladd," were written there?

A. I don't know the exact time; I think it was about 7 or 8 o'clock.

Q. Did you see your name written there?

A. No, sir.

Cross-examination by Mr. SULLIVAN:

Q. When Mr. Sauter came down on the day of the evening of the 2 of October, on the day you made the levy, when he got there you turned over everything to him, and when he left he turned over everything to you until Mr. Bryant came?

A. That was the understanding.

Q. Were you through taking this inventory of these goods when Mr. Sauter came?

A. No, sir.

Q. And you hadn't completed you- levy upon all the property in this writ when Mr. Sauter came, had you?

A. No, sir.

Q. Wasn't it Mr. Sauter, and not Mr. Bryant, that came with a lot of other writ- of attachments in his pocket that evening?

A. I was under the impression that both of them——

Q. Didn't Mr. Sauter bring some that evening, the evening——

A. I think that he did, sir.

Q. He didn't bring any writ, however, that evening for William H. Lyon & Co., did he?

A. I am not certain, sir, who he did have writs for, or how many he had.

Redirect examination:

117 Q. You say Mr. Sauter came to Grenada about sundown of the day you made the levy?

A. About sundown, or a little after. He came up on the 7 o'clock train.

Q. State to the court precisely what transpired between you and Mr. Sauter—what was said by you and what was said by him in reference to the goods levied on.

A. Well, sir, I don't think there was very much said between either one of us; only when he got ready to leave he said he'd just leave me in charge, as I was there doing the work.

Q. When did Mr. Sauter ever have possession of the goods that you levied on?

A. He was only at the store, where we was at work, a short while.

Q. Did you ever turn over any goods to Sauter's possession?

A. Well, I considered it that way, but he left a short while afterwards, and said they were still in my charge; that is the way it was understood by me.

Q. But nothing was said about it?

A. Nothing that I recollect, sir; nothing particular.

Q. What was that last expression you used?

A. Nothing particular about the goods.

By Mr. MAYES:

Q. Had you made the levy before Mr. Sauter came?
A. Yes, sir.
Q. You were there making an inventory, pursuant to the levy; is that true?
A. Yes, sir.

118 R. N. HALL sworn.

Direct examination by Judg- CALHOUN:

Q. Will you have the kindness to look at that deputization there on the back of that writ? Did you ever see that before?
A. Yes, sir.
Q. What was the shape in which that was when you first saw it?
A. Well, when it was first hand- to me my name was inserted here.
Q. That is the name that is erased, is it—"R. H. Hall?"
A. I suppose so.
Q. Who first showed it to you?
A. Mr. Sullivan.
Q. Which Mr. Sullivan?
A. Mr. William Sullivan, I believe it was.
Q. State what was said between you.
A. He came to me and wanted to know if I would execute a writ; said that I had been deputized by the United States marshal.
Q. What did you respond?
A. I first told him that I would. He handed me the paper, and I then asked a few moments to consider the matter, and he remarked that he had no time to lose and wanted it done right away, and I told him that I couldn't do it. He asked then where there was another officer in town, and I told him that the town marshal was there. He asked where he was, and I went and hunted him up.
Q. Who was the town marshal?
A. Mr. Ladd.
Q. I see Mr. Ladd'- name is written before your name, which is erased. Who wrote that there?
A. I don't know, sir.
119 Q. You didn't see it written?
A. No, sir.
Q. You didn't execute that writ, did you?
A. No, sir.

Cross-examination by Mr. SULLIVAN:

Q. When I went into your office first that morning didn't I ask you these questions: Said I, Captain, if you were appointed by the United States marshal to serve a writ, would you do it?
A. I don't remember the conversation. I don't remember exactly what did pass. My recollection is that you told me that I had been appointed or that you had had me appointed. I think those were the words.

Q. Reflect a minute and see if I didn't ask you if I had the United States marshal appoint you would you serve a writ and serve it immediately. Didn't you tell me yes? Didn't I say well, come right around here to your desk, and didn't I get your pen and write your name in that writ and hand it to you?

A. No, sir. I think you were doing some writing on the clerk's desk; the name was on the writ when you handed it to me. You were doing some writing; I don't know what.

Q. When you read the writ didn't you say that you must go and see about it?

A. Yes, sir. I told you I'd have to have five or ten minutes. You remarked that you wanted it done at once.

Q. And you declined to do so?

A. Yes, sir.

Q. Didn't I strike your name out immediately?

120 A. No, sir; don't think you did. You asked me about Sam. Ladd, and I went over to his room after him. He didn't come back with me, but he came back directly afterwards. You had some conversation with him, and I suppose he consented to do the act. I don't know, but my recollection is that after he came in you erased my name and inserted his.

Q. So you did see that?

A. I saw you doing some writing, but didn't know what you were doing.

Opposing counsel state that they are willing to admit that such was the state of facts.

Q. Will you swear that your name was on the writ when I took it from my pocket in your presence and asked if you would serve?

A. No; I don't know as to that. You was inside the clerk's office. I was in my office with the railing between us when that conversation occurred.

It is admitted by counsel that the marshal was handed that deputization with the name of deputy blank; that Mr. Sullivan took it to Grenada and saw Mr. Hall, and Mr. Hall agreed at one time to serve it, and thereupon Mr. Sullivan wrote Mr. Hall's name in it, and then Mr. Hall declined to serve it, and Mr. Sullivan erased the name of Mr. Hall and inserted the name of Ladd before parting with the writ.

Redirect examination by Judge CALHOUN:

121 Q. Did you have possession of this writ at any time with your name in it?

A. I had it in my hand. He handed it to me only a moment or two.

Q. You had possession of it with your name in it?

A. Yes, sir.

Recross-examination by Mr. SULLIVAN:

Q. You handed it back without my going out of my tracks?

A. Yes, sir.

And the plaintiffs, Bickham & Moore, in resistance of said motion, offered the following evidence, taken down by said reporter under the consent and agreement, in these words and figures, viz:

Mr. SOWDER, for the defence, sworn.

Direct examination by Mr. SULLIVAN.

Q. You are the United States deputy marshal that went to Grenada in this Lake & Austin case, are you?

A. Yes, sir.

Q. When did you go there?

A. I don't know that I can recollect the exact date. Somewhere about the first of October.

Q. When you got there state what you did in relation to the Lake & Austin property.

A. When I got there I went around to the store, found Mr. Ladd and some other young men there taking stock, and told them that I had come to take charge of the stock, and levy some other writs upon it.

Q. What writs did you levy upon it?

A. I don't know now unless I could see them.

122 Q. Who placed those writs in your hands?

A. Mr. Sullivan.

Q. You had no writ of W. H. Lyon & Co.?

A. No, sir.

Q. You had no writ of R. Walter & Co.?

A. No, sir.

Q. Or of Johnsen, Sutton & Co.?

A. No, sir.

Q. Did you take charge of those things when you got there?

A. Yes, sir.

Q. Did Mr. Bryant come there?

A. Yes, sir; he came there in a couple of days, I think, and released me and I came home.

Q. Released you from what?

A. He came and took charge of the stock.

Q. Did you have charge of the stock when he came?

A. Yes, sir; I turned it over to him when he did come.

Q. Did you telegraph the marshal that day?

A. I don't recollect whether I did or Mr. Sullivan; I know one or the other of us did. I was going down on the first train. I went with him to the telegraph office, and telegraphed the marshal that I was going down on the first train.

Cross-examination waived.

Testimony read over to the court by the stenographer.

Mr. R. A. HALL recalled.

Direct examination by Mr. SULLIVAN:

Q. At the time that I asked you about serving this writ,

123 the time you agreed to serve it, you hadn't seen the writ—didn't know what it was, did you?

A. I hadn't seen it; no, sir.

Q. When you saw the writ and saw what it was, then it was you wanted time to consider; and when I didn't give you time to consider you declined to serve it and handed it instantly back?

A. Yes, sir.

Cross-examination:

Q. State to the court when the writ was handed you if you didn't believe it was an attachment against Lake & Austin?

A. Yes, sir; I was satisfied of that.

Q. You did consent to serve it, and afterwards handed it back and declined?

A. Yes, sir.

Testimony closed.

And this was all the evidence concerning said motion; and said motion was argued by counsel for the motion and for Bickham & Moore, respectively, and the court overruled the motion; and the movers in said motion excepted to the overruling of said motion, and tendered this their bill of exceptions, giving all the testimony about said motion then and there, and prayed that the same be signed, sealed, and made a part of the record in the said cause, which was accordingly then & there done immediately, on this the said 2d day of January, A. D. 1884, in open court.

R. A. HILL, *Judge.* [SEAL.]

Filed Jan'y 26, 1884.

G. R. HILL, *Clerk.*

124 *Certificate to Record.*

UNITED STATES OF AMERICA, *Northern District of Miss.:*

I, G. R. Hill, clerk of the district court of the United States for the western division of the northern district of Mississippi, hereby certify that the papers, proceedings, writs, records, orders, judgments, &c., contained in the foregoing pages are true and perfect transcripts of the original as fully & completely as *as* the same appear of record and on the files in my office.

In testimony whereof I hereunto set my hand and affix the seal of said court, at my office in Oxford, in said district, on this the 13 day of August, A. D. 1884.

[Seal United States District Court, Northern District Miss., Western Division.]

G. R. HILL, *Clerk.*

Received of R. Walter & Co. fifty-one dollars, the costs of preparing this record for the Supreme Court.

$51.00. G. R. HILL.

125 In the District Court of the United States for the Western Division of the Northern District of Mississippi.

BICKHAM & MOORE *v.* LAKE & AUSTIN.

In the matter of a writ of error to the Supreme Court of the United States.

We waive the issuance of citation on the writ of error sued out by R. Walter & Co. in said cause and service of such writ, and will appear without it in said cause.

BICKHAM & MOORE,
By SULLIVAN & SULLIVAN,
Attorneys of Record.

Endorsed on cover: N. Mississippi D. C. U. S. No. 302. R. Walter & Company (judgment creditors of Lake and Austin), plaintiffs in error, *vs.* Bickham & Moore. Filed 16th September, 1884.

122-320

Office Supreme Court U. S.
FILED
MAY 5 1887
JAMES H. McKENNEY,
CLERK.

IN THE

Supreme Court of the United States.

OCTOBER TERM, 1886. No. 302.

R. WALTER & COMPANY,
JUDGMENT CREDITORS OF LAKE & AUSTIN,
Plaintiffs in Error,

vs.

BICKHAM & MOORE,
Defendants in Error.

In Error to the District Court of the United States for the Northern District of Mississippi.

Brief of Plaintiffs in Error.

M. R. WALTER,
For Plaintiffs in Error.

KING BROS., Print., Balto., Md.

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Plaintiffs in Error,

vs.

BICKHAM & MOORE,
Defendants in Error.

In Error to the District Court of the United States for the Northern District of Mississippi.

BRIEF OF PLAINTIFFS IN ERROR.

On September 29, 1883, the defendants in error, Bickham & Moore, creditors of Lake & Austin, caused an attachment on mesne process to be issued against them out of the District Court of the United States for the Northern District of Mississippi, at *Oxford*, for a debt of $24,435.91. (Record, pages 5, 6.) The writ (Record, page 6,) was directed to *the Marshal of that District* and handed by the clerk to Mr. Sullivan, attorney for Bickham & Moore. (Record, page 67.)

Lake & Austin had their residence, property and place of business *at Grenada*, Miss. Mr. Sullivan being undecided whether he would have the attachment executed—negotiations for a settlement being then in progress—resolved to

go to Grenada in person and determine the question there. (Record, pages 67, 69.) Before leaving Oxford, he called upon the U. S. Marshal and asked him for a special deputation, leaving a blank space for the name of the special deputy to be filled in by Mr. Sullivan, who would select him at Grenada. The Marshal testified, (Record, pages 67, 68,) to the following conversation between them: "I told him if he would deputize a bonded officer I'd give him a blank deputization: he said he would deputize the sheriff of Grenada county if he could get him to serve * * * Finally, Mr. Sullivan wrote a deputization on here and I signed it, and I think I am very certain that it was blank at the time, with the understanding that a bonded officer should be appointed. I says suppose Mr. Hall will not serve. He says I'll get the town Marshal, he's a bonded officer. I told him that with that understanding I would sign this blank deputation."

The deputation endorsed on the writ, was as follows, (Record, page 9):

I hereby appoint _____ my special deputy to execute this writ, the plaintiff not holding me for the acts of such deputy.

J. L. MORPHIS,

U. S. Marshal.

Mr. Sullivan then went to Grenada with the writ, and called upon Mr. Hall, (the Sheriff of Grenada county), who agreed to serve it, and thereupon Mr. Sullivan wrote his (Hall's) name in the blank. Mr. Hall, however, immediately after receiving the writ, declined to act, and returned it to Mr. Sullivan, who then erased the name of Hall and inserted that of Samuel Ladd, the town marshal. (Record, pages 72, 73, 75.) Ladd made the levy and return—the return being as follows: "J. L. Morphis, U. S. Marshal by Samuel Ladd, special deputy Marshal." (Record, page 8.)

On January 2, 1884, R. Walter & Co., subsequent attaching judgment creditors of Lake & Austin, in the sum of $6,300.26, (with other creditors,) intervened and moved the Court to discharge the levy, for the following reasons, (Record, page 15):

1st. "Because said alleged levy was not made by the U. S. Marshal or any of his deputies, or by any one duly authorized to execute said writ of attachment.

2d. "Because the writ of attachment in this cause was levied and executed by Samuel Ladd, who was not, and is not, an officer of this Court, from which said writ emanated and was returnable—said Ladd not being either a regular deputy, U. S. Marshal, or a special deputy.

3d. "Because Mr. H. M. Sullivan, one of the attorneys for plaintiffs in this cause, appointed said Samuel Ladd to execute the said writ of attachment.

4th. "Because J. L. Morphis, the U. S. Marshal for the northern district of Mississippi, appointed R. N. Hall, sheriff of Grenada county, his deputy, to execute the said writ of attachment in this cause, by his written deputization upon the back of, and on said writ of attachment, which said writ was sued out in the U. S. Court for the northern district of Mississippi, and said writ was not executed by said Hall, who was so appointed, but was executed by said Samuel Ladd upon the appointment of Mr. H. M. Sullivan, as aforesaid, who, without any further authority from said U. S. Marshal, by striking the name of said Hall, upon his own motion, upon said Hall's declining to act, and substituting the name of Samuel Ladd in place and stead thereof.

5th. "Because said levy was not made by any lawful officer whatever, or by any one duly appointed to make said levy."

The Court overruled the motion, to which the movers excepted and tendered their bill of exceptions, which was duly signed, sealed and made part of the Record in said cause; and on June 4, 1884, final judgment was rendered in favor of Bickham & Moore. After satisfying this judgment there was nothing left for the other attaching creditors.

R. Walter & Co. thereupon filed their petition for a writ of error, with approved bond, and the writ was allowed.

They assign errors in the action of the District Court, in the following particulars:

1st. In overruling their motion to discharge the levy.

2d. In rendering the said final judgment.

deputy so appointed. The Court says: "The sheriff, who himself holds an office under delegation from the people, cannot confer upon a third person the authority to depute one or more persons to act for him in the execution of process whenever in their judgment the emergency demands it. If he requires assistants to enable him to discharge his office, or choses to employ them, he must himself select them, and cannot devolve upon others the performance of this duty." "Whether done by himself or another, his acts seemingly official must be valid or invalid at the the time they are due, and cannot depend upon something *post factum*. If a person without authority from the sheriff assumes to execute process in his name, and seizes the property of another, he cannot justify the trespass by showing the writ or the subsequent ratification. The assumption of authority without a legal warrant fixed his liability to the party aggrieved, and the sheriff cannot by adopting the act relieve him from the consequence. Such a power to repudiate or recognize at pleasure would be subject to great abuse; might superinduce ruinous consequences, and is, therefore, opposed to PUBLIC POLICY—requiring for its support the enlargement of official discretion."

In Montgomery vs. Scantland, 2 Yerger, 337, the sheriff executed a blank deputation, and delivered it to one Settle, with authority, to insert the name of the one who was to execute it. The blank was afterwards filled by Settle. It was held to be void, and that it conferred no power on the appointee. See opinion of the Court, pages 339, 340.

III.

Assuming that the marshal had the right to delegate his power of appointment, the power conferred on Mr. Sullivan was exhausted after Hall's appointment and agreement to serve.

IV.

Samuel Ladd made the levy on the personalty at 9 o'clock A. M., and on the realty at 11 o'clock A. M., of October 2d, 1883, and made and signed the return as stated above. (Record, page 8, supra, page 2.)

The defendants in error will, however, claim that the levy was validated by the presence in Grenada of one of the regular deputies, named Sauter, for a short time in the evening of October 2d, 1883, some ten or twelve hours after the levy had been made by Ladd, and by the presence of another regular deputy, named Bryant, three days thereafter; but there is no evidence that either assisted in any part of the levy—even were their subsequent intervention sufficient to make that valid which was void when made.

J. L. Morphis, the U. S. Marshal, testified, (Record, page 68):

"He (Sullivan) telegraphed me from Grenada that he'd had it served. I then telegraphed to Memphis for Mr. Bryant to go down to Grenada at once. He telegraphed me though that it had been levied by Ladd."

Samuel Ladd testified, (page 69, Record):

Q. "Did you make the levy from beginning to end and —— completed?"

A. "I think I did, sir."

Page 70:

Q. "*You made the levy before he (the deputy marshal) came?*"

A. "*Yes, sir.*"

Q. "What time on the second of October did you make the levy; did you postpone it after you got the writ or did you make it immediately?"

A. "I suppose I made the levy in 20 or 30 minutes after I received the paper."

Q. "What time in the morning did you receive the paper?"

A. "I think about 8 o'clock."

Page 71:

Q. "You say Mr. Sauter came to Grenada about sundown of the day you made the levy?"

A. "About sundown or a little after."

Q. "State to the Court precisely what transpired between you and Mr. Sauter—what was said by you and what was said by him, in reference to the goods levied on?"

A. "Well sir, I don't think there was very much said between either one of us, only when he got ready to leave *he said he'd just leave me in charge as I was there doing the work.*"

Q. "When did Mr. Sauter ever have possession of the goods that you levied on?"

A. "*He was only at the store when we was at work, a short while.*"

Q. "Did you ever turn over any goods to Sauter's possession?"

A. "Well, I considered it that way, *but he left a short while afterwards, and said they were still in my charge; that is the way it was understood by me.*"

Q. "But nothing was said about it?"

A. "Nothing that I recollect sir; nothing particular."

Q. "*Had you made the levy before Mr. Sauter came?*"

A. "*Yes, sir.*"

Q. "You were then making an inventory pursuant to the levy—is that true?"

A. "Yes sir."

Mr. Souder [Sauter] testified, page 74:

A. "When I got there I went around to the store, found Mr. Ladd and some other young man there taking stock, and told them I had come to take charge of the stock and levy some other writs upon it."

Q. "What writs did you levy upon it."

A. "I do not know now unless I could see them."

All that this testimony shows, giving it the broadest possible meaning in favor of the defendants in error, is, that after the levy had been made, the deputies took charge of the goods. But as the levy itself, was void, they were simply trespassers. It is not pretended that they made a new levy or made any return.

M. R. WALTER,
For Plaintiffs in Error.